

COLLECTIVE AGREEMENT

between the

**BURQUITLAM SENIORS HOUSING SOCIETY
LJ CHRISTMAS MANOR**

and the

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

Effective from April 1, 2015 to April 1, 2020

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DEFINITIONS

For the purpose of this agreement:

- (1) "*basic pay*" - means the rate of pay in each wage schedule;
- (2) "*employee*" - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
 - (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half hours per day, an average of 37½ hours per week exclusive of unpaid meal periods.

A regular full-time employee is entitled to all of the benefits outlined in this agreement.
 - (b) A regular part-time employee is one who is appointed to a regularly scheduled position with a schedule averaging 20 regular hours or more per week but less than an average of 37½ hours per week, exclusive of unpaid meal periods.

A regular part-time employee is entitled to all of the benefits of this agreement on a prorated basis, except as specified in Clause 25.5.
 - (c) A casual employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as paid leave relief; unpaid leave relief; temporary increase of workload situations; and special functions and catering.
- (3) "*Employer*" - means Burquitlam Seniors Housing Society - LJ Christmas Manor
- (4) "*leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (5) "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (6) "*Union*" - means the B.C. Government and Service Employees' Union.
- (7) "*Vacation Period*" - vacation periods will have a start date and an end date.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

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:

The remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement.

The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the collective agreement.

1.3 Conflict with Policies

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 Employer and the Union recognize the right of employees to work in an environment free from sexual harassment by other employees. An employee allegedly being harassed shall register the complaint as per Clause 1.8. The General Manager or designate shall deal with the complaint with confidentiality.

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

1.6 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

(1) Physical threats or intimidation;

(2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;

(3) Distribution or display of offensive pictures or materials.

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

(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

(e) Protection against harassment extends to incident occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

(f) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

1.7 Anti-Bullying

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

Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, show hostility, threatens and offends others;
- (2) Interferes with a workers performance;
- (3) Otherwise adversely affects others.

Bullying conduct includes, but is not limited to:

- Name calling;
- Humiliation;
- Spreading rumours;
- Gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;
- Making racial or ethnic slurs;
- Treating people like they are invisible;
- Rude interruptions;
- Sarcastic jokes;
- Invading one's personal territory;
- Giving limited information, then blaming;
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up the individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
- Underwork – creating a feeling of uselessness;
- Criticizing a person persistently or constantly;
- Belittling a person's opinions;
- Unwarranted (or undeserved) punishment;
- Blocking applications for training, leave or promotion;
- Tampering with a person's personal belongings or work equipment.

1.8 Complaint Procedures

In the case of a complaint of either harassment or bullying, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to the General Manager or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Employer and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the General Manager or designate in writing within 14 days of receipt of the complaint. The General Manager or designate shall within 14 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised by the General Manager or designate's resolution.
- (d) 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.
- (e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (f) Pending determination of the complaint, the General Manager or designate may take interim measures to separate the employees concerned if deemed necessary.
- (g) In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager or designate's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 8.
- (k) This clause does not preclude an employee from filing a complaint under the BC *Human Rights Code*. A complaint of harassment or bullying shall not form the basis of a grievance.

(l) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent or Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except those employees employed in positions listed in Appendix B.

2.2 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or 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 clause 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 Act of British Columbia.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select two stewards and two alternates to represent employees. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of his/her immediate supervisor 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 supervisor.

Duties of the steward are:

- (a) Investigation of complaints of an urgent nature.
- (b) Investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure.

- (c) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises.
- (d) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees.
- (e) Attending meetings called by management.

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

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

2.6 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement at the local level. The use of such bulletin board facilities shall be restricted to the business affairs of the Union badges, insignia, and union shop cards.

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

2.7 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a 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 legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.8 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 the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within one month of receipt of billing from the Employer.

(c) The Employer shall grant, on request, leave of absence without pay:

- (1) for employees selected for a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to anybody to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.9 Membership Information

The Employer agrees to provide to the Union twice a year, within the first week of the months of January and July, a list of all union members, their current job categories, employee status, and addresses 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.

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's Constitution and 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 1st of the succeeding year.

ARTICLE 5 - EMPLOYER & 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 meet 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 - EMPLOYER'S RIGHTS

(a) The Union agrees that the management, operation, and direction of its working forces, including the scheduling of employees, is vested solely with the Employer unless the agreement otherwise specifies. All rights and functions of the Employer shall be retained unless modified by the collective agreement.

- (b) The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency.
- (c) The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of this 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 2.8 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 or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have 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 supervisor in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, 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 supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

- (a) Within 10 calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) If the grievance is not resolved in the meeting in (a) above, the representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 14 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) 14 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) 14 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 30 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, J. Korbin, C. Sullivan or a substitute agreed to by the parties shall, at the request of either party:

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

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

8.16 Technical Objections to Grievances

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

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 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties agree to refer the matter to a single arbitrator from the list of arbitrators in Appendix D within 14 calendar days.

9.3 Failure to Appoint Arbitrator

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

9.4 Decision of Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitration

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;
- (b) one-half of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

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

- (a) The parties shall review outstanding grievances filed with the collective agreement to determine those grievances suitable for this process, and shall set dates and locations for hearings of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of the collective agreement;
 - (6) job evaluation appeals;
 - (7) grievances requiring presentation of extrinsic evidence;
 - (8) grievances where a party intends to raise a preliminary objection;
 - (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

- (d) Lawyers or other representatives may be used to represent either the Union or Employer in expedited arbitration, however, as the process is intended to be less formal than full arbitration, all presentations must be short and concise and include a comprehensive opening statement; as a result, evidence will be called only as absolutely necessary to resolve key factual issues, and there will be limited use of authorities during the presentations.
- (e) The Arbitrator shall hear the grievances and shall render a decision within two weeks of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (f) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (h) Lawyers will not be used unless mutually agreed to.
- (i) (1) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator from the mutually agreed upon list of single arbitrators and set a date for the hearing.
- (2) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (3) The parties shall agree upon a list of arbitrators (see Appendix D). An arbitrator may be removed from the list by mutual agreement.
- (4) The parties shall endeavour to develop and maintain a list of acceptable arbitrators, which is gender, balanced.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

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

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. Upon the employee's request, any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 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 one of two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

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

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

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

10.5 Personnel File

An employee, or the President of the Union (or 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. The employee may obtain copies of any or all documents on the employee's file as requested by the employee or his/her designate. The employee or the President, as the case may be, shall give the General Manager or designate adequate notice, prior to having access to such file. Access to the file shall be no later than four days after notice is given.

10.6 Right to Have a Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee 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 supervisor 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 supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.

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

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor 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

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on straight-time hours paid since the initial date of employment.

- (b) In cases where an employee loses seniority in accordance with Clause 11.3 – Loss of Seniority, the initial date of employment shall be the most recent date of hire.

11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of July and January. 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, job classification, straight-time hours paid up to the end of the previous month's pay period, and the names of employees who have ceased employment in the previous seniority 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.

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 five hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

- (b) The Employer agrees to post such 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.
- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate or range.
- (d) 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 Clause 30.5 – Procedure for Calling Casual and Part-Time Employees for Work (Casual Employee Work Assignment).

- (e) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.
- (f) 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.
- (g) 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 Selection Criteria

The successful applicant will be determined on qualifications, knowledge, education, skills, experience, performance in current or previous positions, and seniority. Where two or more applicants are equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

12.3 Probationary Period

It is understood that all new employees will be subject to a probationary period of 488 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

12.4 Trial 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 60 work shifts or 488 hours of work, whichever comes first. 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.

12.5 Applications from Employees

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

12.6 Right to Grieve

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

12.7 Temporary Vacancies

- (a) Vacancies of a temporary nature which exceed or are expected to exceed six months shall be posted as per Clause 12.1.
- (b) Casual employees may elect to maintain their 9% in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 25, Health and Welfare Benefits for which they are eligible, after six months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.

(c) Temporary vacancies shall not exceed six months without the agreement of the Union, or as specifically permitted in this agreement.

ARTICLE 13 - LAYOFF AND RECALL

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

(a) The employees shall be laid off by job category in reverse order of seniority within a department.

(b) A laid off employee may bump a less senior employee in the same department, provided the employee is qualified to do the job of the less senior employee.

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

(c) Employees on layoff shall be recalled by department in order of seniority subject to ability to do the work available. The recall period shall be 12 months.

New employees shall not be hired until those laid off in that job category have been given an opportunity of recall.

(d) The Employer shall provide written notice or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

(1) One week's notice or pay in lieu of notice after three consecutive months of employment; or

(2) Two weeks' notice or pay in lieu of notice after 12 consecutive months of employment; or

(3) In the event of a permanent layoff, four weeks' notice will be given to an employee with less than three years' seniority and eight weeks' notice will be given to an employee with more than three years' seniority.

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. Core hours are 7:00 a.m. to 7:00 p.m.

14.2 Hours

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

14.3 Scheduling Provisions

(a) The Employer shall arrange all 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 except by mutual agreement between the Union and the Employer.
- (d) An employee reporting for 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 if he/she commences work.
- (e) Employees may exchange shifts with the approval of the Employer, provided that a minimum of 24 hours advance notice in writing is given and there is no increase in cost to the Employer.
- (f) If shifts are scheduled so that there are not 12 hours between the end of a regular employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the 12 hour period.

If shifts are scheduled so that there are not nine hours between the end of a casual employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the nine hour period.

- (g) Where the Employer plans to implement a significant change in the shift schedules of regular employees which will affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected and the Chairperson of the bargaining unit, prior to the implementation of the changes.

This provision shall in no way limit the Employer's right to implement new work schedules after such discussion and explanation has taken place.

14.4 Shift Differential and Weekend Premium

- (a) Employees working the evening shift shall be paid a shift differential of 40¢ per hour for the entire shift worked.
- (b) Employees working the weekend shift shall be paid the shift differential of 60¢ per hour for the entire shift worked.
- (c) In this section "*evening shift*" means any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours); "*night shift*" means any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours); and "*weekend shift*" means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

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.
- (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.

- (d) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Clause 14.2.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

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 his/her designate.

15.3 Right to Refuse Overtime

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

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 two hours of overtime;
- (b) double-time in excess of (a);
- (c) double-time for all hours worked on a day of rest, but employees shall not have the day off rescheduled.
- (d) Overtime shall be compensated either in cash or time off or a 50/50 combination of both. 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 31st and September 30th 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

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

15.7 Rest Interval

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

15.8 Shift Exchanges

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

15.9 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense.

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

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

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

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

16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Every effort will be made to schedule statutory holidays as additions to the employee's two regularly scheduled days off so that employees will receive as many three day breaks during each year as possible.

Where the Employer establishes a five on, two off; four on, two off rotation, every effort will be made to schedule those statutory holidays which are not built into the rotation, as additions to the employee's two regularly scheduled days off so that employees will receive as many three-day breaks during each year as possible.

16.3 Holiday Falling on a Scheduled Workday

In addition to Clause 16.2, a regular employee who is scheduled to work on the following holidays: New Year's Day, Family Day, Easter Monday, Victoria Day, Canada Day, BC Day, Thanksgiving Day, Remembrance Day and Boxing Day, will be paid at the rate of time and a half for all hours worked.

16.4 Super Stats

In addition to Clause 16.2, a regular employee who works on Good Friday, Labour Day, or Christmas Day, shall be paid at the rate of double-time for all hours worked.

16.5 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.

16.6 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. Employees shall indicate their preference in writing on or before November 15th of each year.

16.7 Proration of Holiday Pay

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

16.8 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 Entitlement**

Regular full-time employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

| | |
|---|---|
| Less than 12 months continuous service as of July 1st | 1.67 days per month of service to a maximum of 20 days |
| First to ninth years continuous service | 20 workdays |
| 10 to 14 years continuous service | 25 workdays |
| 15 + years continuous service | 30 workdays |

At the employee's option, the vacation time away from the facility for a regular part-time employee may be reduced to an amount not less than two weeks in duration.

Regular part-time employees will be entitled to annual vacation on a pro rata basis.

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) Employees whose employment ceases will be paid vacation pay based on hours worked.

17.3 Vacation Carryover

An employee may carry over up to five days' vacation leave per vacation per year for two consecutive vacation years, up to a maximum of 10 days which must be taken not later than the third consecutive vacation year. Failure by an employee to take his/her carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee's current rate of pay. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by October 15th of each vacation year.

17.4 Callback

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, 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.

17.5 Vacation Pay When Working in Higher Rated Position

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

17.6 Vacation Scheduling**(a) *Vacation Request Deadlines***

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

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

(b) *Vacation Scheduling Periods*

Subject to operational requirements, an employee shall be entitled to receive his/her vacation in an unbroken period, except during the prime time period of May 1st to September 30th, the unbroken period shall not exceed four weeks.

No employee shall be entitled to more than six vacation periods per vacation year unless mutually agreed. Vacation periods may include single days.

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

(c) *Role of Seniority in Vacation Scheduling*

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

Where an employee chooses to split their vacation, they shall rank each of their vacation period requests in order of priority. Competing requests for first choice vacation periods shall be determined on the basis of seniority. 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.

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

(d) *Unused Vacation*

The Employer shall notify employees of unscheduled vacation by September 30th. The Employer will meet with each employee in early October to schedule the unused vacation at a mutually agreeable time. Unused vacation that cannot be scheduled by October 15th may be scheduled by the Employer in the remainder of the vacation year.

17.7 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.

17.8 Vacation Credits Upon Death

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

17.9 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and 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

The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

The Employer will provide to regular employees, Clause 7.4(a), those who have completed the probationary period, Clause 12.3, a total of 18 days to be used for sick leave. Sick leave days will be credited at the beginning of each year.

- (a) Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.
- (b) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods which are not covered by the Short-Term Plan. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness or accident.
- (c) Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation.
- (d) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from the sick leave days.
- (e) On the 25th pay period of the year, those employees who have unused sick leave days will be compensated for unused days. Compensation shall be one-half days' pay for each day not used.

18.2 Employee to Inform Employer

The employee shall advise the supervisor or designated person in charge as soon as possible of his/her inability to report to work because of illness 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 their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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

It is agreed that longer notice is required for absences in excess of 30 consecutive calendar days.

18.3 Expiration of Sick Leave Credits

The Employer shall notify the employee of the expiration of their Sick Leave Days, in the event the employee has no sick leave days the Employer may, at the Employer's discretion, grant the employee use of future sick days during the short-term disability waiting period, such sick days advanced will be deducted from the sick days which the employee is entitled in the following year.

18.4 Probationary Period

During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with sick days, prorated from the first day of employment.

18.5 Third Party Coverage

In the event that 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 leave shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave 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 days shall be proportionately reinstated.

18.6 Sick Leave Days

Sick leave days shall be provided on each pay advice notice.

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

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) accumulative benefits shall continue to accrue;
- (c) the health and welfare provisions of Article 25 will continue to apply.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Clause 20.5 - Health and Welfare Benefits While on Unpaid Leave of Absence.

19.3 Employee to Contact Employer

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

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Special Leave

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

- (a) Marriage of the employee - three days;
- (b) Attend wedding of the employee's child - one day;
- (c) Attend formal hearing to become a Canadian citizen - one day;
- (d) Paternity leave - one day;

- (e) For sudden serious illness of a spouse or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two days at one time;
- (f) Serious household or domestic emergency - one day.

The maximum use is five days per year.

20.2 Bereavement Leave

Bereavement leave of absence with pay for up to three consecutive workdays will be granted by the Employer upon request by a regular employee in the event of the death of a spouse (including common-law), son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, stepparent, foster child, stepchild, or legal guardian.

Up to two additional days with pay will be granted to regular employees for travelling time when this is warranted in the reasonable judgement of the Employer.

In the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister in law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to bereavement leave for one day for the purpose of attending the funeral.

Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations.

When bereavement leave of absence is granted, any concurrent paid leave credits used shall be restored.

Bereavement leave of absence with pay shall not apply when the employee is on an unpaid leave of absence.

Every effort will be made to grant additional bereavement leave of absence without pay, if requested by the employee.

20.3 Unpaid Leave for Public Office

Employees shall be granted, on written request, unpaid leave of absence to seek election in a municipal, provincial, or federal election for a maximum period of 90 days, and if elected, to serve their term(s) of office.

20.4 Unpaid Leave

- (a) 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 not be unreasonably withheld. Employees shall not be required to use vacation prior to unpaid leave of absence.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

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

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

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 Society in accordance with the procedures established by the Employer.

20.6 Education Leave

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.

20.7 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of 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.

20.8 Compassionate Care Leave

An employee is entitled to compassionate care leave in accordance with applicable legislation (reference the Employment Standards Act and the Employment Insurance Act).

ARTICLE 21 - MATERNITY AND PARENTAL

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

21.1 Maternity Leave

(a) The employee will be granted leave for a period not longer than 17 weeks without pay.

(b) The period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.

- (c) A request for shorter period under Clause 21.2(b) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (f) Maternity may be extended for up to an additional six months for health reasons where a medical practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to 37 weeks without pay (or [35] consecutive weeks in the case of a birth mother who takes maternity leave under Clause 21.1) following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Where both parents are employees of the Employer, the employee shall determine the apportionment of the 37 weeks parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
- (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 21,
 - (2) in the case of the natural father, commencing within the 52 week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the 52 week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's doctor or the agency that places the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

All leave taken under Article 21 is leave without pay.

21.4 Aggregate Leave

An employee's combined entitlement to leave under Clause 21.1 and 21.2 is limited to 52 weeks plus any additional entitlements provided under Clause 21.1(f) and/or Clause 21.2(d) preceding.

21.5 Return from Leave

- (a) On return from leave, an employee shall be placed in his/her former position. Where the former position does not exist, in an equivalent position.

(b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clause 21.1 or 21.2.

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Reinstatement

(a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one month prior to the expiration of the leave or if the employee does not return to work on the date specified in the notice of return to work.

21.8 Sick Leave Credits

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

21.9 Extended Childcare Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed one year. An employee shall neither lose nor accrue seniority while on extended childcare leave.

An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.

An employee on extended childcare leave shall provide the Employer with a least one month's written notice of return from such leave.

Upon return from extended childcare leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Occupational Health and Safety Committee

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

- (a) two representatives appointed by the Employer; and
- (b) two 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.

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 without deduction from sick leave, 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's Health and Welfare plan.

22.5 Right to Refuse Unsafe Conditions

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board Inspector rules it safe.

22.6 Lieu Time to Attend Meetings

Members of the Occupational Health and Safety Committee who attend Occupational Health and 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.

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 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE PLANS

25.1 Medical Plan

Eligible employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay 100% of the premium, except where a spouse/partner is eligible to provide MSP coverage for the eligible employee and dependant(s) under their workplace plan; in that case, the spouse/partner will be obliged to provide this coverage for themselves, the eligible employee and dependant(s).

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

25.2 Dental Plan and Extended Health Care Plan

(a) Eligible employees shall be provided with:

(1) A dental plan covering 100% of the costs of the basic plan (Plan A); 60% of the costs of the extended plan (Plan B); and 50% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months in the plan. Orthodontic services are subject to a lifetime maximum payment of \$1,850 per patient, with no run-offs for claims after termination of employment.

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

The allowance for hearing aids will be \$600 for every 48 months effective April 1, 2000.

The allowance for eye glasses will be \$350 every 24 months effective May 9, 2016.

(b) Effective no later than September 1, 2016, the dental plan and extended health care plan shall cover employees, their spouses and dependent children.

(c) The Employer shall pay 100% of the dental premium effective April 1, 2000. The Employer shall pay 100% of the extended health premium effective April 1, 2000.

25.3 Group Life Insurance

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide \$50,000 insurance coverage for post-probationary employees until retirement age.
- (c) The plan shall include provision for conversion at the time of retirement or termination.
- (d) The plan shall include coverage for accidental death and dismemberment.
- (e) The Employer shall pay 100% of the premium.

25.4 Long-Term Disability Insurance Plan

- (a) The Employer shall provide a long-term disability insurance plan.
- (b) The plan shall cover post-probationary employees and provide such employees with 66.67% salary continuation until the age of 65 in the event of a disability.
- (c) The Employer shall pay 100% of the premium.
- (d) The plan shall be as provided in the Addendum attached to this agreement.

25.5 Commencement of Coverage

Coverage under the provisions of this article shall apply to regular employees and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period or qualifying period.

25.6 Short-Term Disability

- (a) The Employer shall provide a short-term disability (STD) benefit.
- (b) The STD benefit shall cover post-probationary employees and shall provide such employees with up to 95% of salary continuation up to a maximum of \$1000 per week. Such salary continuation will continue for 16 weeks, at which time if the employee is still disabled, the Long-Term Disability Plan will commence coverage.
- (c) The STD benefit will begin on:
 - (1) The first day of disability due to an accident;
 - (2) The first day of hospitalization (must be hospitalized for 24 hours or more);
 - (3) The 8th day of disability due to an illness.
- (d) Benefits are payable for up to a maximum period of 16 weeks and coverage terminates at the earlier of retirement or age 70.
- (e) Employees are required to apply for Employment Insurance Sickness Benefits. The Employer will top up the EI Sickness Benefits to the levels identified above.

* Effective no later than April 1, 2017

25.7 Employees' Assistance Program

The Employer agrees to provide an Employees' Assistance Program (EAP) for employees and members of their immediate families with whom the employee normally resides.

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

- (a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.
- (b) The Employer shall supply and maintain uniforms for employees who are required to wear same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Paydays**

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

27.2 Relieving in Higher Rated Positions

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

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive 8% more than his/her current rate.

The parties agree that the Cook II shall receive the Cook II rate of pay when the Cook I is absent and the Cook II does not perform the duties exclusive to the Cook I position such as menu planning, ordering, and inventory control.

27.3 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.

The parties agree that the Cook II shall receive the Dietary Aide rate of pay when working as a Dietary Aide.

27.4 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. All claims are to be made each month or a minimum of within 30 days of the date of the use of their vehicle.

27.5 Retroactivity

Upon written application, an employee who severed his/her employment between the expiry date of the previous collective agreement and the signing of this agreement shall be entitled to receive full retroactivity of an increase in salary.

ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

28.1 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.

28.2 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 29 - GENERAL CONDITIONS

29.1 Indemnity

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

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

29.2 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.

29.3 Copies of Agreement

- (a) The Union and the Employer desire 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, in an agreed to format, and distribute sufficient copies of the agreement to the stewards for distribution to employees on staff. An electronic copy of the agreement will be available on the BCGEU website <http://www.bcgau.ca/collective-agreements-search>.
- (b) All agreements shall be printed in a union shop and shall bear a recognized union label.
- (c) The cost of the printed agreement shall be shared equally between the Employer and the Union.

29.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of LJ Christmas Manor 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.

29.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a resident of the Employer, the Employer shall pay, up to a maximum of \$200, for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

29.6 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of two employees appointed by the Union and two 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) discussing issues of workload as it relates to workplace safety.
- (f) Minutes of Joint Committee meetings shall be transcribed by the Employer and distributed to committee members.

ARTICLE 30 - CASUAL EMPLOYEES*(Clauses 7.5[b] to [d], Article 7.6 and Article 7.7)***30.1 Application of the Collective Agreement**

(a) Casual employees are covered only 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 & Union Shall Acquaint New Employees
- (6) Article 6 - Employer's Rights
- (7) Article 7 - Employer/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; except for Clause 12.3
- (13) Article 14 - Hours of Work; except for Clause 14.3(a), (e) and (g)
- (14) Article 15 - Overtime; except for Clause 15.5(c), 15.6 and 15.8
- (15) Article 22 - Occupational Health and Safety
- (16) Article 24 - Contracting Out
- (17) Article 26 - Work Clothing and Related Supplies
- (18) Article 27 - Payment of Wages and Allowances; except Clause 27.3 and 27.4
- (19) Article 28 - Notice of New and Changed Positions
- (20) Article 31 - General Conditions
- (21) Article 32 - Term of Agreement
- (22) Appendix A - Wage Schedule

(b) Casual employees shall be paid in accordance with the job classification in which they are employed.

(c) Casual employees shall be called in accordance with Clause 30.5 - Procedure for Calling Casual and Part Time Employees for Work (Casual Employee Work Assignment).

(d) Casual employees shall be paid 9% in lieu of all benefits.

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

30.2 Statutory Holidays for Casual Employees

Casual employees who work on a proclaimed statutory holiday shall be paid as follows:

(a) time and ½ for all hours worked on:

| | |
|----------------|------------------|
| New Year's Day | BC Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Boxing Day |
| Family Day | |

- (b) double-time for all hours worked on:
- | | |
|-------------|---------------|
| Good Friday | Christmas Day |
| Labour Day | |

30.3 Seniority While in Receipt of WCB Wage-Loss Income

Casual employees who are absent from work and in receipt of WCB wage-loss replacement benefits as a result of an injury sustained in the course of their employment with the Employer shall continue to accrue seniority as if they were available to work and in doing so they shall maintain their same relative position on the seniority list.

30.4 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of four 488 hours. 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 serve a probationary period pursuant to Clause 12.3 of the collective agreement.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period under Clause 12.3, but will be required to complete the qualifying period under Clause 12.4.

30.5 Procedure for Calling Casual and Part-Time Employees for Work (Casual Employee Work Assignment)

- (a) The Employer shall call casual and part-time employees to work in order of seniority. A casual employee shall be entitled to register for work in any job classification in any two departments for which he/she has the qualifications to perform.
- (b) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (c) The manner in which casual employees shall be called to work shall be as follows:
- (1) One call eight rings.
 - (2) All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.
 - (3) Casual employees have the right of refusal on two calls during any two week posted work schedule after which the Employer is not obligated to call them for the remainder of that particular two week period.
 - (4) Casual employees have the right of refusal on five calls during any six month period. On the sixth refusal, their seniority shall drop to one hour.
 - (5) If a casual employee's seniority drops to one hour three times, then on the third occasion he/she will be dropped off the Casual List and be deemed to have terminated his/her employment.

(6) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call within five minutes. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.

(d) Regular part-time employees may register for casual work in writing specifying days of availability and shall be called in to work in order of seniority. Hours worked by regular part-time employees under this section shall be credited to the employee in the accumulation of benefits. While the procedures for calling regular part-time employees to casual work in Clause 30.5(c) apply, the penalties for declining work shall be refusal on two calls during any two week posted work schedule after which the Employer is not obligated to call them for the remainder of that particular two week period.

The Employer shall only be obliged to call regular part-time employees on days which they are not scheduled to work, and provided that no overtime pay is required.

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

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

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

(f) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the collective agreement.

Casual employees who report for work at the call of the Employer shall be paid in accordance with Clause 14.3(d).

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect until midnight April 1st, 2020.

31.2 Notice to Bargain

(a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 31st, 2019 but in any event, no later than midnight on January 31st, 2020.

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

(c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.

31.3 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.

31.4 Agreement to Continue in Force

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

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

31.5 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Elaine de Koning
General Manager

Kim Gallaher
Bargaining Committee

Kathy Knight
Project Manager

Minna Roemer
Bargaining Committee

Dean Robertson
Board Chair

Selena Kongpreecha
Staff Representative

Signed this _____ day of _____, 20_____.

**APPENDIX A
Wage Schedule**

| CLASSIFICATION | | April 1, 2015 | April 1, 2016 | April 1, 2016 (1%) | April 1, 2017 (2%) | April 1, 2018 (1%) | April 1, 2019 (2%) |
|-------------------------------|-----------------|------------------|------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Activity Coordinator | Start | 17.28 | 17.28 | 17.45 | 17.80 | 17.98 | 18.34 |
| | After Probation | 17.93 | 17.93 | 18.11 | 18.47 | 18.66 | 19.03 |
| | 1957.5 Hrs | 18.90 | 18.90 | 19.09 | 19.47 | 19.67 | 20.06 |
| Cook I | Start | 18.26 | 18.26 | 18.44 | 18.81 | 19.00 | 19.38 |
| | After Probation | 18.75 | 18.75 | 18.94 | 19.32 | 19.51 | 19.90 |
| | 1957.5 Hrs | 19.26 | 19.26 | 19.45 | 19.84 | 20.04 | 20.44 |
| Cook II | Start | 16.98 | 16.98 | 17.15 | 17.49 | 17.67 | 18.02 |
| | After Probation | 17.62 | 17.62 | 17.80 | 18.15 | 18.33 | 18.70 |
| | 1957.5 Hrs | 18.26 | 18.26 | 18.44 | 18.81 | 19.00 | 19.38 |
| Dietary | Start | 16.27 | 16.27 | 16.43 | 16.76 | 16.93 | 17.27 |
| | After Probation | 16.86 | 16.86 | 17.03 | 17.37 | 17.54 | 17.89 |
| | 1957.5 Hrs | 17.46 | 17.46 | 17.63 | 17.99 | 18.17 | 18.53 |
| Dietary/Housekeeping | Start | 16.27 | 16.27 | 16.43 | 16.76 | 16.93 | 17.27 |
| | After Probation | 16.86 | 16.86 | 17.03 | 17.37 | 17.54 | 17.89 |
| | 1957.5 Hrs | 17.46 | 17.46 | 17.63 | 17.99 | 18.17 | 18.53 |
| Housekeeping I | Start | 16.27 | 16.27 | 16.43 | 16.76 | 16.93 | 17.27 |
| | After Probation | 16.86 | 16.86 | 17.03 | 17.37 | 17.54 | 17.89 |
| | 1957.5 Hrs | 17.46 | 17.46 | 17.63 | 17.99 | 18.17 | 18.53 |
| Housekeeping II | Start | | 13.24 | 13.37 | 13.64 | 13.78 | 14.05 |
| | After Probation | | 14.33 | 14.47 | 14.76 | 14.91 | 15.21 |
| | 1957.5 Hrs | | 15.43 | 15.58 | 15.90 | 16.05 | 16.38 |
| Facilities Coordinator | Start | 12.50 | 12.50 | 16.43 | 16.76 | 16.93 | 17.27 |
| | After Probation | 12.50 | 12.50 | 17.03 | 17.37 | 17.54 | 17.89 |
| | 1957.5 Hrs | 12.50 | 12.50 | 17.63 | 17.99 | 18.17 | 18.53 |
| Maintenance | Start | 17.34 | 17.34 | 17.51 | 17.86 | 18.04 | 18.40 |
| | After Probation | 17.93 | 17.93 | 18.11 | 18.47 | 18.66 | 19.03 |
| | 1957.5 Hrs | 18.54 | 18.54 | 18.73 | 19.10 | 19.29 | 19.68 |
| Receptionist/Bookkeeper | Start | 17.71 | 17.71 | 17.89 | 18.24 | 18.43 | 18.80 |
| | After Probation | 18.26 | 18.26 | 18.44 | 18.81 | 19.00 | 19.38 |
| | 1957.5 Hrs | 19.22 | 19.22 | 19.41 | 19.80 | 20.00 | 20.40 |
| Receptionist/Office Assistant | Start | 16.86 | 16.86 | 17.03 | 17.37 | 17.54 | 17.89 |
| | After Probation | 17.46 | 17.46 | 17.63 | 17.99 | 18.17 | 18.53 |
| | 1957.5 Hrs | 18.03 | 18.03 | 18.21 | 18.57 | 18.76 | 19.14 |

Note: Facilities Coordinator wage rates are introduced into the bargaining unit on April 1, 2016, and will be applicable following reclassification of the position by no later than September 1, 2016.

**ADDENDUM
Group Life & Long-Term Disability Insurance Plans**

Part A - Group Life Insurance Plan

Section 1 - Eligibility

Regular full-time and regular part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, on the first day of the calendar month immediately following the completion of the probationary period, become members of the Group Life Insurance Plan as a condition of employment.

Section 2 - Benefits

The Plan shall provide basic life insurance in the amount of \$50,000 and standard 24 hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On

termination of employment (including retirement), coverage shall continue without premium payment for a period of 31 days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her Group Life Insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

Section 3 - Premiums

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

Part B – Long-Term Disability Plan

Section 1 - Eligibility

(a) Regular full-time and regular part-time employees who are on staff at the date of the signing of the agreement and who are not presently disabled from working or who join the staff following that date shall, on the first day of the calendar month immediately following the completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(b) Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Clauses 20.4(c) and 20.5 of the collective agreement.

Employees on long-term disability shall have their group life insurance premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

Section 2 - Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for four months, the employee shall receive a benefit equal to two-thirds of monthly earnings, to a maximum of \$2,000 per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the 12 month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

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

Section 3 - Total Disability Defined

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

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a psychiatrist, in order to continue to be eligible for benefit payments.

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

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

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

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

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

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

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

Section 4 - Exclusions and Limitations

(a) *Exclusions*

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- (1) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (2) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;

(3) flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot;

(4) a condition for which an employee had received medical treatment, diagnosis, or taken prescription drugs within three months of the effective date of coverage under the Plan, and a claim related to that condition is made within 12 months of coverage;

Subject to the agreement of the Employer's insurance carrier, Item No. 4 does not apply to persons employed as regular employees prior to January 1, 1990.

(5) a disability due to the use of drugs or alcohol, except where the employee is under active supervision and is receiving continuous treatment for that disability from a rehabilitative centre or an institution provincially designated for that treatment; and

(6) any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offence.

(b) *Limitations*

(1) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he is prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which he has received benefits provided by this policy.

(2) In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of the disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 - Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

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

- (a) *Workers Compensation Act*, or similar law;
- (b) Department of Veterans' Affairs;
- (c) retirement or pension plan with any employer;
- (d) any disability provision or any group insurance policy;
- (e) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of Canada Pension Plan and the Quebec Pension Plan;
- (f) the Insurance Corporation of British Columbia (ICBC) or any other similar provincial auto insurance plan.

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

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependant Benefit.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 - Successive Disabilities

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

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

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

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

Section 7 - Expiration of Sick Leave

Employees who have unused sick leave credits after the 180 day waiting period when the long-term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long-term disability benefit, or bank the unused sick leave credits for future use.

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

Upon return to work following recovery, an employee who was on long-term disability shall, where possible, return to his/her former job, exercising his/her seniority rights if necessary, pursuant to Clause 13(b) of the collective agreement.

Section 8 - Benefits Upon Plan Termination

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

Section 9 - Premiums

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

Section 10 - Waiver of Premium

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

Section 11 - Claims

Written notice of a claim for long-term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than 30 days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company, on the form provided by the Company, for that purpose, and received by the Company not later than 30 days after the expiration of the qualification period. Further proof of total disability, when required by the Company, must be provided at the employee's expense.

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

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 - Administration

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

**APPENDIX B
Exclusions**

The parties agree that the following positions are excluded from the bargaining unit:

Burquitlam Seniors Housing Society - LJ Christmas Manor

- General Manager
- Manager / Assistant Manager / Project Manager
- Food Service Manager
- Maintenance Supervisor
- Accountant
- Executive Assistant

APPENDIX C
Group Registered Retirement Savings Plan

Effective April 1, 1998, the Employer shall implement a Group RRSP with the following terms:

- (a) All regular employees, upon completion of the probationary period, shall have a one-time option of enrolling in the Plan. Participation in the Plan is voluntary. The employee must exercise the option within 90 days of completing the probationary period.
- (b) Employee contributions to the Plan will be based on one of the following:
 - (1) 1% of regular earnings; or
 - (2) 2% of regular earnings; or
 - (3) 3% of regular earnings;
 - (4) 4% of regular earnings effective August 1, 2006.
- (c) The Employer will match the contributions made by each employee up to 4% of regular earnings. Employees may have the option to make additional contributions above what is matched by the Employer in (b) above.
- (d) Employees may increase or decrease their contribution levels as noted in (b) above, on January 1st of each year, by providing at least 30 days' notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employees' behalf.
- (f) In the event that the Employer is required to implement an alternate retirement scheme, the Group RRSP will be terminated.
- (g) The Employer will ensure that all new employees are informed of the options available to them pursuant to this appendix.

APPENDIX D
List of Arbitrators

- Kate Young
- Mark Brown

APPENDIX E
Short-Term Disability

A full-time or part-time employee is entitled to short-term disability in accordance with Clause 25.6 (Short-Term Disability) of the collective agreement. In order to receive the short-term disability benefit, an employee must apply for Employment Insurance (EI) sickness benefits and are subject to the eligibility and application process under the *Employment Insurance Act and Regulations*. Information can be found online at <https://www.canada.ca/en/services/benefits/ei/ei-sickness.html>

The following short-term disability provisions will be in effect as of the first pay period after April 1, 2017.

General Description of the Coverage

If you cannot work because of sickness, injury or quarantine, but you would otherwise be available to work, you could be eligible to receive up to a maximum of 15 weeks of EI sickness benefits. Once you

are approved for EI sickness benefits, the Employer will top-up to a maximum of 95% of your regular wage as part of your short-term disability coverage under the collective agreement.

When Short-Term Disability Payments Begin

Once you are approved for EI sickness benefits, you should receive your first payment from EI within 28 days of the date your application and all required documents are received. Before you start receiving EI sickness benefits, there may be two weeks for which you will not be paid by EI. The waiting period for EI sickness benefits is covered by the Employer up to a maximum of 95% of regular weekly earnings. Once you start receiving EI sickness benefits, the Employer will top-up to your short-term disability entitlement in accordance with Clause 25.6 up to a maximum of 95% of regular weekly earnings.

If you are not entitled to receive EI benefits, Service Canada will contact you by letter or by telephone to explain why. If you disagree with the decision, you have the right to request a reconsideration. You should immediately contact your BCGEU Area Office or Local Chair for assistance with an EI appeal.

What Will be Paid

EI sickness benefits basic rate is at 55% of your average insurable weekly earnings, up to a maximum amount. Once your application has been approved, you will be advised of the weekly earnings that you are entitled to.

Clause 25.6 outlines the short-term disability benefit that members are entitled to. Once you are approved for EI sickness benefits, the Employer will top-up that amount to a maximum of 95% of regular weekly earnings for your short-term disability benefit entitlement.

When Payments End

Your Short-Term Disability payments end on the earlier of the following dates:

- the date you are no longer disabled.
- the end of the maximum benefit period allowable under Employment Insurance as indicated on their website.
- the date you retire with a pension.
- the date you die.
- the date you fail to furnish satisfactory proof of disability, or fail to submit to an examination required by the Insurer.
- the date you are no longer under continuing medical supervision and treatment considered appropriate by the Insurer.

Payments After Coverage Ends

If the Short-Term Disability coverage terminates while you are receiving Short-Term Disability benefits, you will continue to receive benefit payments in accordance with the terms of the group plan, as if the coverage were still in effect.

What is Not Covered

The Insurer will not pay benefits for any period:

- during which you are not receiving appropriate treatment.
- during which you do any work for wage or profit except as approved by the Insurer.

- during which you are not participating in an approved program of Rehabilitation, if required by the Insurer.
- during which you are absent from Canada longer than 4 weeks for any reason, unless the Insurer agrees in writing in advance to pay benefits during the period.
- during which you are serving a prison sentence or are confined in a similar institution.

The Insurer will not pay benefits for any disability absence resulting from:

- any cause for which benefits are payable under any Workers' Compensation law.
- drug or alcohol abuse. However, this limitation will not apply while you are engaged in and complete a recognized treatment program approved by the Insurer.
- the hostile action of any armed forces, service in the armed forces, or participation in any riot or civil commotion or any other act of aggression.
- intentionally self-inflicted injury or illness, whether deemed to be sane or insane.
- participation in a criminal offense.
- cosmetic treatments.

Maternity Leave

The Insurer will not pay benefits during a maternity and/or parental leave allowed by law or agreed to with your employer, unless legislation or regulation requires your employer to pay benefits during this period. (In some provinces, employers with a benefit plan are required to provide benefits to an employee during the health-related portion of the maternity leave.) Maternity leave is the period of time allowed under the applicable *Provincial Labour Standards Act* or such period as agreed to by the employee and employer, commencing on the date as agreed to by the employee and employer, or the date of delivery, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

When and How to Make a Claim

If you want to access your short-term disability benefit under the collective agreement, you must apply for EI sickness benefits on the Service Canada website no later than 30 days after your total disability begins. You must provide all required information to Service Canada for the purpose of your application and in order to maintain your EI sickness benefits, you may be required to provide proof of your total disability. As with any insurer, if you do not provide proof, you may lose your benefit entitlement.

Once you intend to make a claim, advise your employer so that they can make arrangements to start your short-term disability payments.

MEMORANDUM OF AGREEMENT 1
Job Sharing Arrangements

This will confirm that the above-noted Employer and the Union have agreed to enter into a protocol agreement addressing the issue of job sharing.

Where the Employer and the Union agree to enter into a job sharing agreement, the attached protocol agreement will be followed, unless modified at the local level between the Union and the Employer.

Nothing in this letter or the attached protocol agreement will be construed as compelling either the Employer, an employee, or the Union to enter into a job sharing arrangement.

The parties agree that the job sharing protocol agreement shall not be used as a precedent and shall not be referred to by the Employer or the Union in any other negotiations or proceedings.

JOB SHARING

1. A job sharing arrangement may be proposed to the Employer by two employees. This request shall be in writing and signed by both employees requesting job sharing. This request shall include preferred start date and preferred work schedule. There is no obligation on the Employer to enter a job sharing arrangement.

2. Where the Employer and the employees agree to a job sharing arrangement for a specific job, the following will apply:

(a) The Employer shall provide the two employees involved with a letter outlining the details of the job sharing arrangement. This shall include a description of how the job may be shared.

(b) Only permanent positions with an average of more than 30 hours per week are eligible to be considered for a job sharing arrangement.

(c) A maximum of two employees may share one position.

(d) Each employee shall work a minimum of 15 hours per week.

(e) Job sharing arrangements will be limited to regular employees who are currently employed in the same job classification.

(f) Vacations shall be scheduled separately. When one of the job sharing participants is on vacation, the other person may be required to work the hours of the employee who is on vacation.

(g) Employees participating in a job sharing arrangement shall be considered as regular part time employees, subject to (h) below.

(h) Employees involved in a job sharing arrangement shall pay 50% and the Employer shall pay 50% of the premiums covered by Article 25. The employee's share of the premiums will be automatically deducted from his/her earnings.

(i) Work schedules for job sharing participants shall be consistent with Article 14 and shall not be utilized to circumvent existing shift rotations.

(j) Employees shall not be permitted to jointly apply for a posting.

(k) The job sharing arrangement may be discontinued at any time by the Employer or the Union with the provision of 28 calendar days' notice.

- (l) Upon discontinuation of the job sharing arrangement, employees shall return to their former position if the position is vacant and the layoff and posting provisions shall not apply.
- (m) Where an employee cannot return to his/her former position, the employee may exercise bumping rights within five working days of notification by the Employer of discontinuation of the job sharing arrangement.
- (n) If one employee resigns or is terminated, the job sharing arrangement is considered terminated. If the remaining employee was the original employee in that position before the job sharing arrangement, he/she shall remain in the position. If the remaining employee was not the original employee in that position, the position shall be dealt with in accordance with Clause 12.1 and the employee may exercise his/her rights as outlined in Subsection (l) and (m) above.
- (o) The parties agree that job sharing shall not result in any additional cost to the Employer.
- (p) The parties retain all rights and obligations under the collective agreement which do not conflict with this provision.

MEMORANDUM OF AGREEMENT 2
Facilities Coordinator

The collective agreement applies to the Facilities Coordinator position except the following provisions:

1. Sleep Period Payment

One of the features of the Facilities Coordinator role is to ensure that there is staff coverage at all times in the Employer's 24/7 operation outside of usual business hours. As a result, the Facilities Coordinator currently provides coverage from 4:00 p.m. to 8:00 a.m. seven days per week, plus 8:00 a.m. to 4:00 p.m. on weekends and statutory holidays.

Facilities Coordinators are currently expected to sleep for an eight hour period (scheduled from 11:00 p.m. to 7:00 a.m.) during the 16 hour shift. The sleep period is compensated at a flat rate of \$50 for the entire period, and this period is excluded from the accrual and payment of all benefits, including seniority. For clarity, all other scheduled hours of the Facilities Coordinator will be paid at the hourly rate found in the Wage Schedule, and will be used to calculate accruals and payment of benefits, including seniority.

Should emergencies require employees to be awakened during this sleep period and remain awake for one hour or more, then all the awake time will be paid at the straight-time hourly rate. Only hours worked before or after the scheduled start or end time of the shift, or on a day of rest will be eligible for overtime in accordance with Article 15 - Overtime.

2. Clause 14.3(f) – Scheduling Provisions - 12 hours off between shifts.
3. Clause 14.4 – Shift Differential and Weekend Premium.
4. Clause 15.7 – Rest Interval.

Signed on April 28th, 2016.

MEMORANDUM OF AGREEMENT 3
Change to Benefit Plans

The parties confirm that the Employer may make changes to the extended health and dental plans with as much advance notice as possible to the Union for the purpose of communicating the changes to the bargaining unit. In particular, the parties discussed the following options:

- (a) Implement pharmacare tie-in for prescription drugs – employees approved for maintenance prescription drugs as of September 1st, 2016 but not approved by, or for which alternatives not available under, the pharmacare program, will continue to have the same coverage for those prescription drugs under the existing EHC plan; and
- (b) Implement a combined cap on Dental Plans A and B of \$3750 per person per year.

Signed on April 28th, 2016.

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