

RATIFICATION DOCUMENT



between

**BURQUITLAM SENIOR HOUSING SOCIETY
(L.J. CHRISTMAS MANOR)**

and the

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

E&OE

October 18, 2022

HOUSEKEEPING

These housekeeping changes will be made during finalization of the revised collective agreement:

Union-Designated Steward

- Change “Chairperson of the Union Bargaining Committee” to “Union-designated steward”

Dismissal

- Change “discharge” to “dismissal”

Formatting Standards

- The collective agreement will be formatted during finalization of the renewed collective agreement using the BCGEU standard formatting template as appended* to this proposal. The sectoral number style will be used.
- All references to a specific article, clause, appendix or appended memorandum, letter and the like will be formatted as follows: Article/Clause/Etc. # (Article/Clause/Etc. Name), e.g., “Article 1 (Purpose of Agreement)”.
- All article and clause numbering and references to the same will be updated during finalization of the collective agreement to reflect any additions, deletions, or reordering.
- Naming and numbering of any memoranda of agreement, memoranda of understanding, letters of agreement, letters of understanding, and the like, appended to this agreement will be standardized and updated during finalization.

** BCGEU standard formatting template available by request*

Use of Plain-Language Auxiliary Verbs

- During finalization of the renewed collective agreement, the word “shall” will be replaced with the word “will” unless the context requires otherwise.

Parties’ Names

- During finalization of the renewed collective agreement, all references to the Employer, e.g., “Society”, will be replaced with “Employer”. All references to the Union, e.g., “BCGEU”, will be replaced with “Union”.
- The above will not apply to Definitions (3) and (6).

Gender-Neutral Language

- During finalization of the renewed collective agreement, all gendered words in the collective agreement and appended documents will be replaced with gender-neutral words, e.g.: “he”, “she” and “he/she” being changed to “they” or “the employee”; “his”, “hers” and “his/her” being changed to

“their” or “the employee’s”, etc. Other non-material amendments will be made to the collective agreement and appended documents, to the minimal extent required, to make the gender-neutral language grammatically correct.

DEFINITIONS

For the purpose of this agreement:

(1) "basic pay" - means the rate of pay in each wage schedule;

(2) "day" is a calendar day, unless otherwise noted.

(3) "electronic communications" means electronic transmission of information that has been encoded digitally which could include, but is not limited to, email.

~~(2)~~**(4)** "employee" - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.

[(a) – no change]

(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) – no change]

(5) "gender expression" means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.

(6) "gender identity" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, society attitudes and expectations.

~~(3)~~**(7)** "Employer" - means Burquitlam Seniors Housing Society - (L.J.) Christmas Manor

[(4) to (5) - no change except renumbering]

(10) "Layoff" - means:

(a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or

(b) a reduction in hours of work greater than four hours per week from the employee's posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employee's status.

~~(6)~~**(11)** "Union" - means the B.C. ~~Government and Service~~ **General** Employees' Union **(BCGEU)**.

~~(7)~~**(12)** "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.

The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

[1.2 to 1.3 – no change]

1.4 Use of ~~Feminine and Singular~~ Terms

(a) *Gender-Neutral Terms*

Throughout this agreement, gender-neutral terms will be used.

(b) *Singular or Plural*

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

ARTICLE <X> - HUMAN RIGHTS, HARASSMENT AND BULLYING

<X>.1 Human Rights

The parties subscribe to the principles of the *Human Rights Code* of British Columbia.

<X>.2 Anti-Harassment and Anti-Bullying

The parties agree that every employee has the right to work in an environment free from harassment and bullying. The Employer will take such actions as are necessary to protect employees from harassment and bullying in the workplace. The parties agree that substantiated cases of harassment or bullying may be cause for discipline, up to and including dismissal.

1.5 <X>.3 Sexual Harassment Definition

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.

(a) Sexual harassment includes sexually oriented conduct or comment that a person would reasonably find to be unwanted or unwelcome, considering all relevant circumstances. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;**
- (2) leering, staring or the making of sexual gestures;**
- (3) demands for sexual favours;**

- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature

(b) To constitute sexual harassment, behaviour:

- (1) may be repeated or persistent or may be a single serious incident; and
- (2) does not need to be accompanied by an expressed or implied threat of reprisal or promise of reward.

1.6 <X>.4 Personal Harassment Definition

(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) (a) Personal harassment means verbal or physical behaviour **objectionable conduct - either repeated or persistent, or a single serious incident -** that **an individual would reasonably conclude:**

(1) **creates a risk to a worker's psychological or physical well-being, causes a worker substantial distress, or results in an employee's humiliation or intimidation; or**

(2) **is discriminatory in nature behaviour that causes substantial distress, and is based upon another on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, age, or sexual orientation, gender identity or expression, or age; or. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person**

(3) **is seriously inappropriate** and serves no legitimate work-related purpose.

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

(e)(d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client 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 <X>.5 Anti-Bullying Between Peers

[No change to language from Clause 1.7]

<X>.6 Harassment and Bullying Complaints

(a) An employee with an allegation is called the “complainant” and the person who they are making a complaint against is called the “respondent”.

(b) A complaint of harassment or bullying is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved, except as per Clause <X>.7(i) below.

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

(d) An employee who is a complainant or a respondent will have the right to union representation throughout the complaint process.

(e) Until a complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent, if deemed necessary. Any such action taken will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

1.8 <X>.7 Complaint Procedures

In the case of a complaint of either harassment or bullying, the following shall **will** 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~~ **three 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. **The complaint will include the following information:**

- (1) the name(s) of the people involved;**
- (2) the specific actions alleged to constitute harassment or bullying;**
- (3) the dates of these specific actions;**
- (4) names of witnesses;**
- (5) an explanation of why the actions complained of constitute harassment or bullying;**
- (6) an outline of the steps which have been taken to resolve the matter; and**
- (7) the remedy sought.**

(b) Upon receipt of the written complaint, the Employer will notify in writing the alleged harasser (respondent) and designated union staff representative of the substance of such a complaint within **15 days.**

(b)(c) An alleged harasser **The complainant and respondent** shall **will** 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 ~~(i)~~**(h)** below.

(c)(d) The Employer's designate shall will investigate the complaint and shall will submit his/her their report to the General Manager or designate in writing within 14 30 days of receipt of the complaint. The General Manager or designate shall will within 14 10 days of receipt of the reports give such orders as may be take the action(s) necessary to resolve the issue. The designated union staff representative, the complainant and the respondent shall will be apprised by the General Manager or designate's resolution.

(d)(e) Where the allegation was presented through the Union, the Employer shall will 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)(f) Both the complainant and the respondent shall will be given the option of having a steward present at any meeting held pursuant to the above investigation.

(f)(g) Pending determination of the complaint, the General Manager or designate may take interim measures to separate the employees concerned if deemed necessary.

(g)(h) In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser respondent, except that the harassed complainant may be transferred with his/her their written consent.

(h)(i) 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 of receipt of the report, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall will have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser respondent;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

The Adjudicator's fees and expenses will be shared equally by the Employer and the Union.

(i)(j) Disciplinary action taken against a harasser respondent pursuant to this clause, shall will not form the basis of a grievance.

(j)(k) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, such action shall will only be for just cause and may be grieved pursuant to Article 8.

(k)(l) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*. A complaint of harassment or bullying shall will not form the basis of a grievance.

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

ARTICLE 2 – RECOGNITION OF THE UNION

2.1 Bargaining Agent ~~or~~ Recognition

[(a) to (b) - no change]

2.2 Correspondence

(a) ~~The Employer agrees that all~~ **All** correspondence between the Employer and the Union related to matters covered in this agreement ~~shall~~ **will** be sent to the ~~Chairperson of the Union Bargaining Committee~~ **Union-designated steward** and to the President of the Union ~~or his/her~~ **their** designate.

(b) ~~The Employer agrees that a~~ **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~~ **will** be forwarded to the ~~Chairperson of the Union Bargaining Committee~~ **Union-designated steward** and to the President of the Union ~~or his/her~~ **their** designate.

[2.3 – no change]

2.4 No Discrimination

The Employer and the Union agree that there ~~shall~~ **will** be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of ~~his/her~~ **their** 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~~ **Union may** 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~~ **will** provide the Employer with a list of the employees designated as stewards and alternates. A steward or ~~his/her~~ **their** alternate ~~shall~~ **will** obtain the permission of ~~his/her~~ **their** immediate supervisor before leaving ~~his/her~~ **their** work to perform ~~his/her~~ **their** duties as a steward. Leave for this purpose ~~shall~~ **will** be without loss of pay. Such permission ~~shall~~ **will** not be unreasonably withheld. On resuming ~~his/her~~ **their** normal duties, the steward ~~shall~~ **will** notify ~~his/her~~ **their** supervisor.

Duties of the steward are:

[(a) to (e) – no change]

[2.6 to 2.7 – no change]

2.8 Unpaid Leave - Union Business

(a) Leave of absence without pay and without loss of seniority ~~shall~~ **will** be granted with 14 days' written notice for the purposes listed below. Such leave ~~shall~~ **will** be subject to operational requirements and ~~shall~~ **will** not be unreasonably withheld:

[(1) to (4) – no change]

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 clause~~ (a) when leave without pay is granted, the leave ~~shall~~ **will** be given with basic pay and the Union ~~shall~~ **will** reimburse the Employer for appropriate

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

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

- (c) The Employer ~~shall~~ **will** 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~~ **and the leave will be renewed upon request;**
 - (3) for an employee elected to ~~anybody~~ **any body** to which the Union is affiliated for a period of one year and the leave ~~shall~~ **will** be renewed upon request.

For employees on leave under this provision, the employees will not continue to accumulate seniority and benefits and will not be eligible for benefits under Clause 25 (Health and Welfare Plans).

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) a list of all union members, their current job categories, employee status, and addresses known to the Employer, ~~and~~

(b) **a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.**

This information will be sent to the Union via electronic communications.

~~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 4 - CHECK-OFF OF UNION DUES

[(a) – no change]

(b) All deductions ~~shall~~ **will** 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~~ **will** 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. **The list will be provided to the Union via electronic communications.**

~~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) to (d) – no change]

(e) ~~At the same time that Income Tax~~ **When income tax** (T4) slips are made available, the Employer, without charge, ~~shall will~~ 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 will~~ be made for these to be available to the employee ~~at the earliest possible date, or~~ **as soon as possible, and in any event** not later than March 1st of the succeeding year.

ARTICLE 5 - EMPLOYER & UNION SHALL WILL ACQUAINT NEW EMPLOYEES

The Employer ~~agrees to acquaint~~ **will advise** new employees ~~with the fact~~ that a collective agreement is in effect and ~~with~~ **acquaint them with** the conditions of employment set out in ~~the articles dealing with Union Security and Dues Check-off~~ **Articles 3 (Union Security) and 4 (Check-Off of Union Dues)**. A new employee shall be advised **The Employer will advise a new employee** of the name and location of ~~his/her~~ **the** stewards. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor ~~and~~ will introduce ~~him/her~~ **them** to the **Union-designated** steward, who will provide the employee with a copy of the collective agreement. **The Employer will notify the Union-designated steward of new employees within 10 days of the start date of the new employee.** ~~The Employer agrees that a union~~ **The Union-designated** 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 – no change]

ARTICLE 7 - EMPLOYER/UNION RELATIONS

[7.1 - no change]

7.2 Union Bargaining Committee

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

Leave of absence to ~~prepare for and~~ attend negotiation sessions ~~shall will~~ be administered in accordance with Clause 2.8 ~~(Unpaid Leave - Union Business)~~.

7.3 Union Representatives

(a) ~~The Employer agrees that access~~ **Access** to ~~its~~ **the Employer's** premises will be granted to a BCGEU staff representative, ~~or authorized alternate~~ **or their designate**, when dealing with or negotiating with the Employer, ~~or~~ when investigating and assisting in the settlement of a grievance, or ~~to meet employees~~ **on other union-related business**.

(b) The union representative ~~shall will~~ provide reasonable notice to the General Manager or ~~his/her~~ **their** designate in advance of their intention and their purpose for entering and ~~shall will~~ specify the anticipated duration of the visit. Such visits ~~shall will~~ not interfere with the operation of the Employer's business.

29.6 7.4 Joint Labour/Management Committee

(a) The parties agree to establish **will maintain** a joint **labour/management** committee **to promote the cooperative resolution of workplace issues, respond and adapt to changes in the economy, foster development of work-related skills and promote workplace productivity. The Joint Labour/Management Committee will consult regularly during the term of the agreement about issues relating to the workplace that affect the parties or any bargaining unit employee.**

(b) The Joint Labour/Management Committee will be composed of two employees appointed by the Union and two representatives of the Employer.

~~(b)~~**(c)** The Joint **Labour/Management** Committee **shall will** meet at the call of either party, **and in any event at least three times a year**, at a mutually agreed time and place. Employees **shall will** not suffer any loss of basic pay for time spent attending meetings of the Committee.

~~(c)~~**(d)** An employer representative and a union representative **shall will** alternate in presiding over the meetings.

~~(d)~~**(e)** The Committee **shall will** not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee **shall will** not have the power to bind either the Union or its members or the Employer to any decisions **or conclusions** reached in its discussions.

~~(e)~~**(f)** The Committee **shall will** 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 **or grievances**;
- (3) dealing with matters referred to it in **accordance with** this agreement;
- (4) discussing issues of workload and workplace safety.

~~(f)~~**(g)** Minutes of Joint **Labour/Management** Committee meetings **shall will** be **transcribed prepared** by the Employer and distributed to committee members **for approval**.

7.5 Technical Information

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

ARTICLE 8 - GRIEVANCES**8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning **Disputes arising from:**

(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~~ **arbitrable**; or

(b) the dismissal, discipline or suspension of an employee ~~bound by this agreement.~~ **in the bargaining unit;**

The procedure for resolving a grievance shall be the grievance **will be resolved in accordance with the procedures** in this article.

8.2 Step 1

In the first step of the grievance procedure every **Every** effort shall **will** be made to settle the dispute with the designated local supervisor. The aggrieved employee shall **will** have the right to have his/her a 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. **When the aggrieved employee is a steward, and whenever possible, they will not act as a steward in respect of their own grievance and will instead submit the grievance through another steward or union staff representative.**

A grievance shall **will** not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and his/her **their** 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 **21 days after the date**:

- (a) **21 days after the date** on which he/she **the employee** 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 **the employee** 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 the** 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~~ **violated** 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 **will** 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 **will** 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~~ **s designate to handle grievances** at Step 2 shall **will** reply in writing to ~~an employee's grievance~~ **the Union** within 14 days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union or his/her **their** designate, may advance a grievance at Step 3 within **14 days after the date the Employer's reply at Step 2:**

- (a) ~~14 days after the decision~~ has been **received** 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's **designate to handle grievances** at Step 3 ~~shall~~ **will** 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 **their** designate may inform the Employer of his/her **their** intention to submit the dispute to arbitration within **30 days after the date the Employer's reply at Step 3:**

- (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~~ **will** be by ~~registered mail~~ **electronic communications**.
- (b) Grievances, replies and notification ~~shall~~ **will** be deemed to be presented on the day on which they are ~~registered~~ **sent via electronic communications** and received on the day they were ~~delivered to the appropriate offices of~~ **sent via electronic communications** to 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)(c) The time limits fixed in this grievance procedure may be altered by mutual **written** consent of the parties, ~~but the same must be in writing.~~

8.10 ~~Management~~ **Employer** Grievance

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

~~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.~~

The process and time limits will be the same as in Clauses 8.7 (Time Limit to Reply at Step 3) and 8.8 (Time Limit to Submit to Arbitration), except with roles reversed.

8.11 Time Limits Failure to Act

If the President of the Union or his/her **their** designate, **a steward**, an employee, or ~~an employer fails to process~~ **the Employer does not present** a grievance **to the next higher step** within the prescribed time limits, the grievance will be deemed ~~to have been~~ abandoned **unless the parties mutually agree otherwise**. However, neither party will be deemed to have prejudiced its position on any future grievance **because of such abandonment**.

8.12 Deviation from Grievance Procedure

(a) ~~The Employer agrees that, after~~ **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~~ **discuss or negotiate** the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

(b) ~~In the event that after having initiated~~ **If after initiating** a grievance through the grievance procedure, an employee ~~endeavours~~ **attempts** to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance ~~shall~~ **will** be ~~considered to have been~~ **deemed** abandoned.

[8.13 – no change]

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.~~

(a) ~~Where an employee is dismissed, a grievance may instead be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.~~

(b) ~~Where an employee is suspended, a grievance may instead be filed directly at Step 2 or Step 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.~~

8.15 Investigator

(a) ~~The procedure under this clause may only be invoked after the grievance procedure has been completed and prior to the grievance being submitted to arbitration.~~

(b) 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:~~ **may refer the matter to an investigator listed in Appendix D (List of Investigators and Arbitrators). The parties may appoint an investigator not listed in Appendix D (List of Arbitrators) by mutual agreement. The investigator will:**

(a)(1) investigate the difference;

(b)(2) define the issue in the difference; and

(c)(3) 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.

(c) For the duration of the procedure, the time limit for a party to submit the grievance to arbitration will be paused.

(d) Each party will pay one-half of the fees and expenses of the investigator.

8.16 Technical Objections to Grievances

It is the intent of both parties of this agreement that no A grievance shall will not be defeated merely because of a technical error, other than time limitations except for failing to meet time limits in processing the grievance through the grievance procedure. To this end, the Arbitrator shall an arbitrator will 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 (Grievances), notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

9.2 Appointment of the Arbitrator

When a party has requested that a grievance be is submitted to arbitration, the parties agree to refer the matter will be referred to a single arbitrator from the list of arbitrators in Appendix D within 14 calendar days. The parties will strive for representativeness, including on the basis of gender, on the list of arbitrators. Arbitrators will be appointed in rotation unless they are unable to schedule the hearing within six months in which case the next arbitrator will be appointed. The parties may appoint an arbitrator not listed in Appendix D (List of Arbitrators) by mutual agreement. Where the matter is not referred to an arbitrator within 30 days, the Labour Relations Board may appoint an arbitrator at the request of either party.

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

9.3 Arbitration Procedure

(a) The Arbitrator may determine his/her their own procedure in accordance with this agreement and the Labour Relations Code and shall will give full opportunity to all parties to present evidence and make representations. They will hear and determine the difference or allegation and make every effort to render a decision within 30 days of his/her their first meeting.

9.4 Decision of Arbitrator

(b) The decision of the Arbitrator shall will be final, binding, and enforceable on the parties. The Arbitrator shall will have the power to dispose of a dismissal or discipline grievance by any arrangement which it deems they deem just and equitable. However, the Arbitrator shall will not have the power to change this agreement or to alter, modify or amend any of its provisions, except as provided for in Clause 28.2(d).

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitration

Each party shall will pay:

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

9.7 Amending Time Limits

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

9.8 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of any employees and others concerned as witnesses. Upon advance request, the Employer will make all reasonable arrangements so the concerned parties or the Arbitrator may have access to the Employer's premises to view any working conditions that may be relevant to the matter in dispute.

9.89.9 Expedited Arbitration

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

- (a) The parties shall will review outstanding grievances filed with the collective agreement at arbitration to determine those grievances suitable for this process, and shall will set dates and locations for hearings of grievances considered suitable for expedited arbitration.
- (b) All grievances shall will 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~~ **An arbitrator will** be appointed **according to Clause 9.2 (Appointment of the Arbitrator)** to hear and **resolve a grievance or a group** 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.~~ **The parties will be concise, provide comprehensive opening statements, call only evidence that is necessary to resolve key factual issues and limit the use of authorities.**

(e) The Arbitrator ~~shall~~ **will** hear the grievances and ~~shall~~ **will** render a decision within two weeks of such hearings. No written reasons for the decision ~~shall~~ **will** be provided beyond ~~that which~~ **those** the Arbitrator deems appropriate to convey a decision.

(f) ~~Arbitration~~ **Expedited arbitration** awards ~~shall~~ **will** be of no precedential value and ~~shall~~ **will** 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~~ **will** be without prejudice.

(h) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2 (Appointment of the Arbitrator), provided this occurs more than four weeks prior to the scheduled hearing date.

~~(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) (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.~~ **Expedited arbitration expenses will be paid according to Clause 9.6 (Expenses of Arbitration).**

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just and Reasonable Cause

The Employer may only dismiss or discipline an employee for just and reasonable cause.**10.1 10.2 Burden of Proof**

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

[10.2 – no change except renumbering]

10.3 10.4 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall **will** include written censures, letters of reprimand, and adverse reports or employee appraisals.

(b) An employee shall **will** be given a copy of any ~~such~~ document placed on the employee's file ~~which that~~ might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in ~~his/her~~ **their** file, ~~he/she shall~~ **the employee will** be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall **will** become part of ~~his/her~~ **their** personnel record.

(d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. Where an employee takes a consecutive ~~paid or~~ unpaid leave of absence that in total exceeds two months within the 18-month period, the 18-month period will be extended up to the period of time in excess of two months. ~~Approved vacation and maternity and parental leaves are the exceptions that will not count toward the two month threshold.~~

(e) The Employer ~~agrees will~~ **will** 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, ~~or that is meant to be removed from an employee's file according to (d) above.~~

10.4 10.5 Evaluation Reports

(a) ~~Where the Employer wishes to formally evaluate an employee's performance, the procedure in this Clause 10.4 (Evaluation Reports) will apply.~~

(b) ~~Whenever practicable, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid appropriately.~~

(c) ~~Where a formal appraisal of an employee's performance is carried out, the~~ **The** employee concerned shall **will** be given an opportunity **up to five days after the interview** to read, and review a copy of the appraisal, away from the worksite **and sign the evaluation.** ~~The employee shall sign the appraisal within 48 hours of receipt of the appraisal.~~

(d) The **evaluation** form shall **will** provide for the employee's signature in one of two places; one indicating that the employee has read and ~~agrees with~~ **accepts** the appraisal; **evaluation, and** the other indicating that the employee has read and disagrees with the ~~appraisal~~ **evaluation.**

(e) ~~An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure.~~

(f) An employee who has signed to indicate disagreement with the evaluation in accordance with (d) above may dispute the contents of the evaluation report by initiating a grievance in accordance with Article 8 (Grievances).

(g) An The Employer will give an employee ~~shall, upon request, receive~~ a copy of ~~this~~ **their** evaluation report at the time of signing **upon request**.

All final employee performance appraisals ~~shall~~ **will** 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~~ **will** become a permanent part of the employee's record.

10.5 10.6 Personnel File

(a) An employee, or the President of the Union (for his/her their designate), with written authority of the employee, shall will be entitled to review an employee's personnel file, exclusive of employee references in the office in which the file is normally kept. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The employee may obtain Employer will provide copies of any or all documents on the employee's file entries as requested. The employee or the President, as the case may be, shall give the General Manager or designate adequate notice, Employer may require up to five business days' notice prior to having giving access to such file information. Access to the file shall be no later than four days after notice is given.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

10.6 10.7 Right to Have a Steward Union Representative Present

(a) An employee will have the right to have a steward present at any interview with supervisory personnel that the employee believes might be the basis of disciplinary action. 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 ~~may~~ **may** contact his/her ~~their~~ **their** steward, providing that this does not result in an undue delay of the ~~appropriate action being taken~~ **interview**.

(b) Where a supervisor intends to interview a shop steward for disciplinary purposes, the A steward shall will have the right to consult with a staff representative of the Union and to have a staff representative, another shop steward or alternate present at any disciplinary discussion interview with supervisory personnel that might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken interview.

(c) This provision shall Clause 10.7 (Right to Have Union Representative Present) will not apply to those discussions that are of an operational nature and that do not involve imposition of disciplinary action.

10.7 10.8 Employment Abandoned Abandonment of Position

Any An employee who fails to report for ~~work~~ and does not notify his/her supervisor within ~~duty for~~ **duty for** three ~~consecutive~~ **consecutive** workdays, and who cannot give an acceptable reason for his/her absence, shall ~~without informing the Employer of the reason for their absence will~~ **without informing the Employer of the reason for their absence will** be considered as having ~~presumed to have~~ **presumed to have**

abandoned ~~his/her~~ **their** position. An employee ~~shall~~ **will** be afforded the opportunity **within 10 days** to rebut such presumption and demonstrate that there ~~was an acceptable reason~~ **were reasonable grounds** for not ~~having informed~~ **informing** the Employer.

10.9 Rejection on Probation

(a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered discipline for the purpose of Clause 10.1 (Just and Reasonable Cause). The test of just cause for rejection will be of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by a decision of the Employer to reject the employee during probation, they may grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.14(a).

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~~ **will** 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~~ **will** be the most recent date of hire.

(c) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Clause 11.1(a) and as continuous service for the purposes of Clause 17.1 (Annual Vacation Entitlement).

[11.2 – no change]

11.3 Loss of Seniority

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

[(a) to (d) – no change]

(e) ~~he/she is on layoff and fails to report when recalled for work of an ongoing nature within seven calendar days after~~ **upon** being notified of recall ~~by the Employer by priority courier or~~ registered mail from the Employer **to their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees will have up to 14 days to return to work.**

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~~ PROMOTION AND STAFF CHANGES

12.1 ~~Job~~ Postings

[(a) – no change]

(b) ~~The Employer agrees to post such vacancy or new job for a period of~~ **Notices will be posted and emailed to all employees who have provided their email address to the Employer** at least seven calendar days **prior to the closing date of the competition** 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~~ **will** contain the following information: title of the job, ~~qualifications,~~ nature of the position, **experience, qualifications,** ~~present hours of work,~~ wage rate or range, **shift schedule, the closing date, and the method by and location to which applications are to be sent, and whether the employee will be required to use their automobile in the performance of their duties.** **Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "This position is open to all qualified individuals", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All posting will also state, "This position requires union membership".**

(d) Where operational requirements make it necessary, **and upon prior written notification to the Union President or their designate and the Union-designated steward detailing the operational requirements making it necessary,** the Employer may make temporary appointments pending **completion of** 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~~ **every** job posting will be sent **at the time of posting** to **the Union President or their designate and the Union-designated steward.**

(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, **unsuccessful internal candidates will be notified and provided the name of the successful applicant within one week of the decision being made,** and the name of the successful candidate will be posted on the bulletin board **within 10 days of the decision being made.**

~~(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 Appointment Policy

~~(a) The successful applicant will be determined on qualifications, knowledge, education, skills, experience, performance in current or previous positions, and seniority.~~ **In filling vacancies, the determining factors will be qualifications, experience, and seniority, with the first two factors weighted at 40% each and the third factor at 20%.** Where two or more applicants are **relatively** equal, the one with the greater seniority will be selected.

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

(b) Where the ability, performance and relevant qualifications of the internal applicants are insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications.

12.3 Probationary Period

It is understood that all **All** new employees will be subject to **serve** 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 will** be **declared permanent confirmed** 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 employee** 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 their** former position, **he/she shall the employee will** be returned to **his/her their** former position, and wage/**salary** rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions **shall will** be returned to **his/her their** former position, and wage **or salary** rate, without loss of seniority.

12.5 ~~Applications from Employees~~ Priority to Internal Candidates

~~Applications from qualified employees shall~~ **Qualified internal candidates will** be considered prior to applications from non-employees **external applicants**.

[12.6 – no change]

12.7 Temporary Vacancies

(a) Vacancies of a temporary nature which exceed or are expected to exceed **six two** months **shall will** be posted as per Clause 12.1 **(Job Postings)**. **Vacancies of two months or less will be filled in accordance with Clause 30.5 (Procedure for Calling Casual and Part-Time Employees for Work)**.

(b) Casual employees may elect to maintain their **9% in lieu of percentage in combined** vacation **pay, paid holiday pay,** and **statutory holidays pay in lieu of benefits** for the duration of the **posted** temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for **those benefits in** Article 25 **(Health and Welfare Benefits)** for which they are eligible, after six months in the temporary vacancy **and benefit premiums will be paid by the Employer. An employee who opts for benefits will no longer receive the percentage in lieu; instead, they will receive pay for paid holidays in accordance with Article 16 (Paid Holidays), and vacation in accordance with Article 17 (Annual Vacation)**. Upon completion of the temporary work assignment, the employee's entitlement to the **Hh** health and **Ww**elfare **Bb**enefit plan, **paid holidays and annual vacation** will cease.

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

(d) An employee granted a temporary vacancy or transfer will return to their former job and pay rate without loss of seniority and accrued benefits when the temporary vacancy terminates.

ARTICLE 13 - LAYOFF AND RECALL

In the event of a layoff, the following ~~shall~~ **will** apply:

13.1 Pre-Layoff Canvass

(a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to residents and staff, as well as whether a pre-layoff canvass of employees is necessary or advisable and may be waived. If the pre-layoff canvass is not waived, then prior to the layoff of regular employees under Clause 13.3 (Layoff), the Employer will canvass employees in writing to invite:

- (1) placement on the casual call-in and recall lists with no loss of seniority;**
- (2) early retirement; or**
- (3) other voluntary options, as agreed to by the Union and the Employer.**

Where more than one employee expresses interest in one of the above options, they will be offered to qualified employees based on seniority.

(b) An employee must submit their response to the pre-layoff canvass to the Employer within seven days of the employee receiving of the written notice, otherwise the employee's response will not be considered.

(c) Where an employee selects an option, and once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

13.2 Layoff

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

13.3 Bumping

~~(b)~~**(a)** A laid off employee may **choose:**

- (1) to bump a less senior employee in the same department or any other department in which the employee has worked a minimum of 488 hours, provided the employee is qualified to do the job of the less senior employee; or**
- (2) to be placed on the recall list, and if the employee so chooses also on the casual call-in list (from which the employee may withdraw at any time without penalty), with no loss of seniority.**

(b) In no circumstance will an employee affect a promotion through a bump. A laid-off employee who bumps a less senior employee will be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

(c) Employees displaced by bumping will be considered laid off employees and entitled to rights under this article.

(d) Bumping rights must be exercised within Within five working seven days of receiving both the notification of layoff and all information reasonably required by the employee to make an informed decision about their bumping options, the employee will by providing provide written notice to the General Manager or their designate of their bumping choice.

13.4 Recall

(c)(a) Employees on layoff shall will be recalled by department to available work in order of seniority subject to ability to do the work available provided they are qualified and able to perform the duties. The Employer will send the notice of recall by registered mail to the Employee's last known address. It is the responsibility of laid off employees to keep the Employer advised of where they can be contacted for recall purposes. An employee who wishes to accept recall must indicate this to the Employer within seven days of receiving the notice. An employee will have seven days after accepting recall to return to work, unless the employee is employed elsewhere and has to give notice, in which case the employee will have an additional seven days (14 days total) to return to work.

(b) The recall period shall will be 12 months. At the end of the recall period, an employee may choose to become a casual employee and be placed or remain on call-in lists with their seniority.

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

13.5 Advance Notice

(d) (a) The Employer shall will provide written notice and/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 and/or pay in lieu of notice after three consecutive months of employment; or

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

(3) In the event of a permanent layoff, four weeks' notice and/or pay in lieu of notice will be given to an employee with less than three years' seniority after two consecutive years of employment; and or

(4) eight weeks' notice will be given to an employee with more than three years' seniority and/or pay in lieu of notice after three consecutive years of employment.

ARTICLE 14 - HOURS OF WORK**14.1 Continuous Operation**

The workweek shall will 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

Except as otherwise provided in this agreement, The the hours of work of a for each regular full-time employee covered by this agreement, exclusive of mealtimes, 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 will 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 Union-designated steward, employee, employees shall not be required to work in excess of six consecutive shifts, no employee will work for more than six consecutive days without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall will be paid in accordance with Article 15 (Overtime).

14.4 No Split Shifts

- (e) There shall will be no split shifts except by mutual agreement between the Union and the Employer.

14.5 Minimum Pay

- (d) An employee reporting for work at the call of the Employer shall will be paid a minimum of two hours' pay at his/her their regular rate of pay if he/she does they do not commence work, and a minimum of four hours' pay at his/her their regular rate of pay if he/she they commences work.

14.6 Shift Exchanges

- (e) Employees may exchange shifts in the same classification 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.

14.7 Short Changeover Premium

- (f) (a) 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 will apply to hours worked on the succeeding shift which fall short of the 12-hour period.
- (b) 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 will apply to hours worked on the succeeding shift which fall short of the nine-hour period.

14.8 Change in Shift Schedule

- (g) (a) Where the Employer plans to implement a significant change in the shift schedules of regular employees which that will affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected and consult with the Union President or their designate and the Chairperson of the bargaining unit Union-designated steward, prior to the implementation of the changes.
- (b) This provision shall will in no way limit the Employer's right to implement new work schedules after such discussion and explanation has taken place, within 60 days of notifying the Union or a shorter period mutually agreed to between the parties, provided it has met the obligations in (a) to explain, discuss and consult.

14.4-14.9 Shift Differential Night, Evening and Weekend Shift Premiums

- (a) Employees working the evening shift shall will be paid a shift differential premium of 40¢ 50¢ per hour for the entire shift worked.

(b) Employees working the night shift will be paid a shift premium of 50¢ per hour for the entire shift worked.

~~(b)(c)~~ Employees working the weekend shift ~~shall~~ **will** be paid ~~the a~~ shift differential **premium** of ~~60¢~~ **75¢** per hour for the entire shift worked.

~~(c)(d)~~ In this ~~section~~ **clause** "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).

14.5-14.10 Rest and Meal Periods

(a) There ~~shall~~ **will** be a 15-minute **paid** 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~~ **will** be taken away from the work area, **and the employee may take it away from the worksite unless required by the Employer to be available for work.** Employees **An employee who is** required by the Employer to **be available for** work during their scheduled lunch break **a meal period will receive pay for the meal period at straight-time rates. In addition, an employee who is approved by the Employer to work during a meal period** will have their lunch break **meal period** rescheduled to an alternative time during that shift. Employees whose ~~lunch break~~ **meal period** is not rescheduled will be paid for their ~~lunch~~ **meal** period at the applicable overtime rate.

(c) The ~~issue of~~ **Employer will provide** designated staff areas for rest **periods** and ~~lunch~~ **meal breaks.** 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.

14.11 Extended Hours Shifts

(a) Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Clause 14.2 (Hours) that average the regular weekly hours of work in Clause 14.2 (Hours) over an agreed upon averaging period.

(b) The Employer may implement extended hours shifts for current employees only with the mutual agreement of the Union. The Employer may implement extended hours shifts for vacant positions.

(b) The details of the extended hours shift will be formalized in a memorandum of agreement that will be appended to this collective agreement.

(c) All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules, except as varied below:

(1) In no case will extended workdays be greater than 10 hours in length.

(2) Extended workday and/or extended workweek schedules may be cancelled by the Employer upon 60 days' written notice to the Union and employee(s) working the extended hours shift. The 60-day notice period may be shortened by mutual agreement of the Union and the Employer.

(3) Daily overtime for employees working extended workday and/or extended workweek schedules commences after completion of the scheduled shift.

(4) Any paid leaves in the collective agreement will be paid using the principle of equivalent hours up to the maximum entitlement.

(5) The parties may agree to further variances provided they are detailed in writing in accordance with (b) above and they do not conflict with other provisions of Clause 14.11 (Extended Hours Shifts).

(d) Employees working extended workday and/or extended workweek schedules will receive no greater nor lesser entitlement of any kind than what they would have received working regular work hours/weeks.

(e) Conversion of Hours

When an employee's regular scheduled workday is longer than those outlined in Clause 14.2 (Hours), paid leaves will be converted to hours on the basis of the normal full-time daily hours of work outlined in Clause 14.2 (Hours) and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 - OVERTIME

[15.1 & 15.2 – no change]

15.3 Allocation of Overtime

Except for emergency or last-minute requirements, the Employer will allocate overtime work equitably to qualified employees considering their availability.

[15.3 to 15.5 – no change except renumbering]

15.6 15.7 Callback

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

[15.7 – no change except renumbering]

15.8 15.9 Shift Exchanges

In no event ~~shall~~ **will** any overtime be payable as a result of employees voluntarily exchanging **shifts in accordance with Clause 14.3(e).**

[15.9 – no change except renumbering]

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 **The following will be paid** holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

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

16.2 Scheduling of Paid Holidays

The Employer **shall will** identify on the work schedule the day which corresponds to the employee's statutory **paid** holiday entitlement. **Every Upon employee request, every** effort will be made to schedule statutory **paid** 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, **and upon employee request,** every effort will be made to schedule those statutory **paid** 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 Day of Rest

When a paid holiday falls on an employee's day of rest, the employee will be entitled to either a day off with pay in lieu or an equivalent payout at the employee's option.

16.3 16.4 Holiday Falling on a Scheduled Workday

In addition to Clause 16.2, a regular **An** employee who is scheduled **works** 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, **a designated holiday that is a scheduled workday** will be paid at the rate of time and a **one-half** for all hours worked; **except for Good Friday, Labour Day and Christmas Day when they will be paid at the rate of double-time for all hours worked. The employee will also be entitled to either a day off with pay in lieu or an equivalent payout at the employee's option.**

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 Scheduling of Lieu Days

Lieu days under this article will be scheduled by mutual agreement (which will be subject to operational requirements) and taken within two months of the date on which it was earned. Where the employee

elects an equivalent payout instead of a lieu day, it will be paid out within two months of the date on which it was earned.

16.5 16.6 Holiday Coinciding ~~With~~ 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~~ **will** not count as a day of vacation.

16.6 16.7 Christmas ~~Day~~ or New Year's Day Off

The Employer ~~agrees to~~ **will** make every reasonable effort to ensure that employees required to work shifts ~~shall~~ **will** have at least Christmas Day or the following New Year's Day off, ~~based on seniority.~~ Employees ~~shall~~ **will** indicate their preference in writing on or before November 15th of each year. ~~The Employer will grant preferences based on seniority.~~

16.7 16.8 ~~Proration of Holiday Pay~~ Paid Holidays for Part-Time Employees

Holiday pay for eligible regular part-time employees ~~shall~~ **will** 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 – no change except renumbering]

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

(a) Regular full-time employees ~~shall~~ **will** 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~~

Continuous Service	Vacation Days	Vacation Pay (as % of gross annual pay)
Less than 12 months as of July 1st	1.67 days per month of service to a maximum of 20 days	0.4% per day of vacation
1st to 9th years	20 workdays	8%
10th to 14th years	25 workdays	10%
15th year and after	30 workdays	12%

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

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.

17.2 Vacation Earnings for Partial Year

- (a) Where employment is terminated, employees shall will 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 will 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

(a) 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 **Vacation carryover will not exceed** 10 days which must be taken not later than the third consecutive vacation year **at any time**. 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 will notify their departmental supervisor, in writing, by October 15th of each vacation year.

(b) A single vacation period that overlaps the end of a vacation year will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken after but adjoining the end of the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

17.4 Vacation Payout

An employee may choose a vacation payout in lieu of paid time off up to a maximum of 10 workdays in their first to 14th years of continuous service, and up to 15 workdays in their 15th year of continuous service and beyond.

[17.4 – 17.5 – no change except renumbering]

17.6 17.7 Vacation Scheduling

- (a) *Vacation Request Deadlines*

Employees shall will 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) The Employer will approve vacation schedules within two weeks of the closing dates for vacation requests.

(c) An employee who does not make their vacation period requests by the cutoff dates in (a) above, will not be entitled to exercise seniority rights in respect to any vacation time previously selected by an employee with less seniority.

(d) The Employer will 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, or that the employee does not elect to carryover pursuant to Clause 17.3 (Vacation Carryover) by October 15th, may be scheduled by the Employer in the remainder of the vacation year, or paid out up to the limit specified in Clause 17.4 (Vacation Payout), after consulting with the employee.

~~(b) — Vacation Scheduling Periods~~

17.8 Vacation Scheduling Periods

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

(b) No employee shall will be entitled to more than six eight vacation periods per vacation year unless mutually agreed otherwise by the Employer and the employee. Vacation periods may include up to five single days, or more if mutually agreed by the Employer and the employee except that one period of vacation must be at least five days' duration.

17.9 Vacation Schedule Changes

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

(e) 17.10 Role of Seniority in Vacation Scheduling

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

Where an employee chooses to split their vacation, they shall will rank each of their vacation period requests in order of priority. Competing requests for first choice vacation periods shall will be determined on the basis of seniority. Seniority shall will prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall will 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 to 17.9 – no change except renumbering]

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.

(a) (1) 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 **accrue at the rate of 1.5 days per month.**

(2) Paid sick leave will be paid for the number of hours the employee was scheduled to work on the day they take paid sick leave, or for their average day's pay in the preceding 30 calendar days, whichever is greater. The formula for an average day's pay is "amount paid ÷ days worked", with amount paid including vacation pay but excluding overtime.

(3) For compliance with the personal illness or injury leave provisions of the *Employment Standards Act*, a regular employee may access five days of unaccrued paid sick leave after 90 consecutive days of employment, regardless of whether they have completed probation. Unaccrued paid sick leave days will be offset against sick leave accrued in the balance of the calendar year. Any negative balance as of December 31st will be reset to zero.

(4) For compliance with the personal illness or injury leave provisions of the *Employment Standards Act*, a regular employee may take up to three days of unpaid sick leave per calendar year.

~~(a)~~**(b)** Sick leave ~~shall~~ **will** only be utilized when an illness ~~or injury~~ 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. **The Employer's request for proof must be reasonable in the circumstances.**

~~(b)~~**(c)** 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, **except during the one-week EI waiting period in accordance with Clause 25.5(f).** Sick leave pay ~~shall~~ **will** be computed on the basis of regularly scheduled hours lost to illness or accident.

~~(c)~~**(d)** Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation.

~~(d)~~**(e)** Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay ~~shall~~ **will** be granted from the sick leave days.

~~(e)~~**(f)** On the 25th pay period of the year, those employees who have unused sick leave days will be compensated for unused days. Compensation ~~shall~~ **will** be one-half day's pay for each day not used.

[18.2 – no change]

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 18.3 Probationary Period

During the probationary period, an employee is not entitled to sick leave, **except in accordance with Clause 18.1(a) above to meet the requirements of the Employment Standards Act**. Upon completion of the probationary period, an employee will be credited with sick days, prorated from the first day of employment.

[18.5 to 18.6 – no change except renumbering]

[Article 19 – no change]

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Special Leave

Where leave from work is required, a regular employee will be entitled to special leave with pay **may be used to a maximum of five days per year** 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 Birth or adoption of the employee's child** - 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 **to a regular employee at the time of notification of death, at another time when established ethno-cultural or religious practices provide for ceremonial occasions at such time, or a combination of both, by the upon application to the** Employer, upon request by a regular employee. **Bereavement leave provisions apply** in the event of the death of a **member of the employee's family, as follows:**

(a) Immediate Family

Three days' paid leave. This will include the employee's spouse, (including common-law), son, daughter **child**, mother, father **parent**, sister, brother **sibling**, mother-in-law, father-in-law **parent-in-law**, grandparents, **grandchild**, stepparent, foster child, stepchild, or legal guardian, **and any person who lives with an employee as a member of the employee's family.**

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.

(b) Other Family

One day's paid leave. In the event of the death of **This will include:**

(1) the employee's grandchild, step-sibling, uncle (includes "aunt", "uncle" and equivalent), nibling (includes "niece", "nephew" and equivalent), son-in-law, daughter-in-law, child-in-law, brother-in-law, sister, sibling in-law, the spouse of any immediate family member in (a) above not already listed;

(2) the employee's spouse's step-parent, sibling or step-sibling, grandparent, grandchild, uncle, nibling, current or former foster parent and current or former ward; and

(3) whether or not related to an employee by blood, adoption, marriage or common law partnership, a person whom the employee considers to be like a close relative. 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.

(c) Travelling Time

Two additional days' paid leave when travelling greater than 200 km for bereavement purposes arising from (a) or (b) above.

(d) Such bereavement leave shall will 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 will be restored.

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

(f) 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 Government Office

Employees shall will be granted, on written request, unpaid leave of absence to seek election in a municipal, regional district, provincial, or federal, First Nations or other Indigenous government 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 will not be unreasonably withheld, subject to operational requirements. Employees shall will not be required to use vacation prior to unpaid leave of absence.

(b) An employee will not engage in gainful employment while on a leave of absence unless approved in advance by the Employer. Employee requests to engage in gainful employment while on leave will not normally be approved.

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

(c)(d) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee **shall will** 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~~ **monthly premiums for Group Life, LTD, and employee assistance program and actual costs of medical, dental, and extended health** 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,~~ **100% of the** monthly ~~cost of all the benefit premiums~~ **premiums for Group Life, LTD, and employee assistance program and 100% of the actual costs of medical, dental, and extended health,** to the ~~Society~~ **Employer** in accordance with the procedures established by the Employer. **Employees must provide their payments to the Employer by the 10th of the following month otherwise their benefit coverages will be terminated.**

[20.6 to 20.7 – no change]

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 LEAVE

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 will** 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 will** 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 will** 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 **consecutive** weeks ~~without pay.~~

(b) The period of maternity leave **shall will** commence not earlier than **11 13** weeks before the expected date of delivery **and no later than the actual birth date** and **will** 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)~~ **21.1(b)** must be given in writing to the Employer at least one week before the date that the employee indicates ~~she intends~~ **they intend** to return to

work, and the employee must furnish the Employer with a certificate of a **physician medical practitioner or nurse practitioner** stating that the employee is able to resume work.

(d) The Employer **shall will**, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a **qualified** medical practitioner **or nurse practitioner**.

(e) An employee who requests leave under this clause after the termination of the employee's pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy and ending no later than six weeks after the leave begins.

(e)(f) 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 **or nurse practitioner** stating that **she the employee** is able to perform **her their** duties. **However, where practicable, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.**

(f)(g) Maternity may be extended for up to an additional six months for health reasons where a medical practitioner's **or nurse practitioner's** certificate is presented.

21.2 Parental Leave

(a) Upon application, an employee **shall will** be granted leave of absence for up to **37 62** 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 will** 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.~~

(e)(b) Upon application, employees **shall will** be granted parental leave as follows:

(1) in the case of ~~the natural mother~~ **a parent who takes maternity leave**, commencing immediately following the end of the maternity leave ~~under Article 21~~ **unless the employee and Employer otherwise agree, the employee is eligible for a further leave of absence of up to 61 consecutive weeks,**

(2) in the case of ~~the natural father~~ **a parent who does not take maternity leave**, commencing within the ~~52 78~~-week period following the birth of the child, **the employee is eligible for a leave of absence of up to 62 consecutive weeks,**

(3) in the case of an adopting parent, commencing within the ~~52 78~~-week period following the date the adopted child comes into the actual care and custody of the parent, **the employee is eligible for a leave of absence of up to 62 consecutive weeks.**

(e)(c) 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 medical practitioner or nurse practitioner** 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 **(Maternity and Parental Leave)** is leave without pay.

21.4 Aggregate Leave

An employee's combined entitlement to leave under Clause 21.1 **(Maternity Leave)** and 21.2 **(Parental Leave) in relation to the birth or adoption of any one child** is limited to ~~52~~ **78** weeks plus any additional entitlements provided under Clause 21.1(f) and/or Clause 21.2(d) **preceding**.

21.5 Return from Leave

[(a) – no change]

(b) Vacation entitlement, not vacation pay, ~~shall~~ **will** continue to accrue while an employee is on **maternity and/or parental** leave ~~pursuant to Clause 21.1 or 21.2~~.

21.6 Benefit Plans

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~~ **will** retain the seniority ~~she~~ **they** had accrued immediately prior to commencing the leave and ~~shall~~ **will** be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 21.9 (Extended **Child Care Childcare** Leave).

(c) ~~The employee will be deemed to have resigned on the date upon which they do not return to work.~~ **An employee who does not return to work on the specified date, and who cannot give an acceptable reason for their absence, will be deemed to have resigned. An employee will be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for their absence.**

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 **from a medical practitioner or nurse practitioner**, where there is a confirmed case of **German measles rubella** or any other disease or condition which could be harmful to pregnancy as determined by the **physician's practitioner's** statement or report in the place of employment. ~~She~~ **The employee** 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 **(Maternity Leave)** and 21.2 **(Parental Leave)**, an employee ~~shall~~ **will** be granted

a further unpaid leave of absence not to exceed one year. An employee **shall will** neither lose nor accrue seniority while on extended childcare leave.

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

An employee on extended childcare leave **shall will** 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 will** be placed in **her their** former position or in a **position of equal rank and basic pay an equivalent position.**

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 **Joint Occupational Health and Safety Committee**

(a) An occupational health and safety committee **shall will** be established **and maintained at the worksite.**

(b) Unless otherwise mutually agreed, the **Joint Occupational Health and Safety (JOHS)** Committee **shall will** be composed of:

(a)-(1) two representatives appointed by the Employer; and

(b)-(2) two representatives or their alternate(s) as appointed by the Union.

The union representatives **shall will** be employees at the workplace. **In no case will the Employer representatives outnumber the worker representatives. Worker representative alternates will be afforded the same rights and responsibilities as regular members of the JOHS Committee.**

(c) **A worker co-chair will be elected from the worker representatives of the JOHS Committee, and the employer co-chair will be appointed by the Employer. The worker co-chair and employer co-chair will alternate in presiding over the meetings.**

22.2 **Committee Responsibilities**

(a) The **Safety and Health JOHS** Committee **shall will** function in accordance with the provisions of the **Industrial Health and Safety Regulations Occupational Health and Safety Regulation** made pursuant to the *Workers Compensation Act*.

(b) **The JOHS Committee will meet at the call of either party, and in any event at least once per month, at a mutually agreed place and time.**

(c) Minutes of all **Safety and Health JOHS** Committee meetings **shall will** be kept, and copies of such minutes **shall will** be sent to the Employer and the union designate **and will be posted on the OHS bulletin board(s) at the worksite.**

[22.3 – no change]

22.4 **Transportation**

Transportation to the nearest physician or hospital, **and home if not cleared to return to work or back to work if so approved,** for employees requiring medical care as a result of an on-the-job accident **shall will** 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.

(a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to the Occupational Health and Safety Regulation.

22.6 Lieu Time to Attend Meetings to Health and Safety Duties

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.

(a) Worker Representatives who attend meetings of the Committee will be without loss of pay for the time spent on this Committee. Time spent to prepare for meetings and fulfill other duties and functions of the committee, as outlined in section(s) 130 - 140 (Functions of Committee and Participation of Members) and 174 (Investigation Process) of the Workers Compensation Act, will be compensated as prescribed by section 134 of the Workers Compensation Act. Where the meeting or required duties are conducted outside the committee members' regular working hours, committee members will choose to be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time, or be paid at straight-time pay.

(b) A worker appointed by the Union as a worker representative on the JOHS Committee will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.

(c) Each worker representative on the JOHS Committee is entitled to an annual educational leave as prescribed by section 135 of the Workers Compensation Act, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafeBC.

(d) Each new JOHS Committee member will receive training as outlined in Section 3.27 of the Worker Compensation Occupational Health and Safety Regulation, without loss of pay or benefits.

22.7 Investigation of Accidents

(a) The Occupational Health and Safety JOHS Committee shall will 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 worker representative of the Union and one employer representative and who will report to the JOHS Committee, the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall will decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

(b) In the event of a fatality, the Employer shall will immediately notify the President of the Union or his/her their designate, and the Union-designated steward.

22.8 Workplace Violence/Aggressive Conduct

Upon residency of the resident, the Employer will make every reasonable effort to identify the potential for aggressive behaviour and will make such information available to employees. Should a resident subsequently exhibit aggressive behaviour, the Employer will make such information available to employees. Instruction on how to respond to residents' aggressive behaviour will be provided by the Employer. The Employer will consult the JOHS Committee on specific training needs.

22.9 Critical Incident Stress Defusing

A workplace critical incident is a sudden and unexpected incident in the workplace, like witnessing the serious injury of a co-worker, responding to a fatal incident scene or being robbed at gunpoint. This kind of powerful event can impact the emotional well-being of those directly exposed to the incident.

In the event of a workplace critical incident the Employer will make available to employees who were directly exposed to the incident, on a voluntary basis, access to WorkSafeBC's Critical Incident Response program. Leave to attend such sessions will be without loss of pay.

22.10 Communicable Diseases and Parasitic Infestations

The Employer will take all necessary safety precautions to deal with the threat of communicable disease or parasitic infestation, including adequate education of employees concerning the disease or infestation, provision and training on proper preventative measures and use of personal protective equipment (PPE) if appropriate, and the provision of any available precautionary treatments. As per the Workers Compensation Act, the Employer will keep written records of all employees exposed to infectious diseases.

22.11 Employee Education, Training and Orientation

(a) The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

(b) No employee will be required to work on any job or operate any piece of equipment until the employee has received proper training and instruction.

(c) The Employer will provide training and instruction to employees working in a new job or with new equipment.

22.12 First Aid Attendant and Premium

(a) Where an employee is designated to act as a first aid attendant, the cost of obtaining and renewing the appropriate occupational first aid certificate(s) will be borne by the Employer and leave with pay will be granted to the employee to take the necessary courses.

(b) An employee who is designated to act as the first aid attendant in addition to their regular duties will receive a first aid attendant premium of 50¢ per hour in addition to their regular pay.

[Article 23 – no change]

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE PLANS

[25.1 – no change]

25.2 Eligibility

(a) Coverage under the provisions of these Article will apply to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week.

(b) Coverage will commence on the first day of the calendar month following successful completion of the employee's probation period or trial period.

25.2 25.3 Dental Plan and Extended Health Care Plan

(a) Eligible employees **shall will** 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. **Basic and extended services (Plans A and B) are subject to a combined yearly maximum payment of \$2,750 per patient.** Orthodontic services **(Plan C)** 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 **that has a calendar year deductible for single \$25 and family \$25. This deductible does not apply to hospital and vision care.** ~~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 eyeglasses **/contact lenses (combined)** will be \$350 every 24 months **effective May 9, 2016.**

Prescription drugs are reimbursed at 80% for the first \$1000.00 of paid claims per insured, then the co-insurance increases to 100% under the Provincial Formulary (Pharmacare).

Implement Pharmacare tie-in for prescription drugs - employees approved for maintenance prescription drugs as of September 1, 2016 but not approved by, or for which alternatives are not available under, the Pharmacare program, will continue to have the same coverage for those prescription drugs under the existing EHC plan.

Paramedical practitioners' services are reimbursed at 100% of eligible expenses for the calendar year. The calendar year maximum for each paramedical practitioners' services is \$500 per covered person per calendar year.

Non-paramedical practitioners' services, excluding prescription drugs, vision care, and hearing aids, are reimbursed at 100% of eligible expenses. The combined calendar year maximum for

non-paramedical practitioners' services, excluding prescription drugs, vision care, and hearing aids, is \$1,000 per covered person per calendar year.

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

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

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. The Union will be consulted on any significant changes at least 30 days prior to their implementation.

[25.3 to 25.4 – no change except renumbering]

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~~ **will** provide a short-term disability (STD) benefit **in accordance with this clause and Appendix E (Short-Term Disability).**

(b) The STD benefit ~~shall~~ **will** cover ~~post-probationary~~ employees **effective the first day of the month following the completion of three months' continuous employment** and ~~shall~~ **will** provide such employees with ~~up to 95%~~ **66.67%** 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 **and be in receipt of** Employment Insurance Sickness Benefits. The Employer will top up the EI Sickness Benefits to the levels identified **in (b)** above.

(f) Despite (e) above, the Employer will pay the entire STD benefit when an employee is qualified for but not in receipt of EI benefits and: is serving the one-week EI waiting period; or has insufficient hours of insurable employment to receive EI benefits; or has exhausted the EI benefit entitlement.

(g) In accordance with (f) above, the Employer will self-finance the entire portion of the STD benefit that is not covered by EI.

(h) ~~* Effective no later than April 1, 2017~~ **The revised STD benefit will take effect no later than January 1, 2023.**

(i) If the revised STD benefit is not approved by Employment and Social Development Canada (ESDC) as an Employment Insurance (EI) Supplemental Unemployment Benefit (SUB) plan, the parties will meet expeditiously to negotiate and agree upon alternate provisions that will be approved by ESDC.

25.7 Employees' and Family Assistance Program

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

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

(a) Protective Clothing

The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.

(b) Special Clothing

The Employer shall supply and will provide, maintain and clean uniforms and other items of special clothing for employees who are required to wear same them.

(c) Non-Slip and Other Safety Footwear

Where an employee is required to wear safety footwear under the Occupational Health and Safety Regulation, the Employer will pay an annual allowance with proof of purchase to the employee as follows, and the employee must maintain and clean the footwear:

(1) For regular non-slip footwear, a regular full-time employee will be paid \$75, a regular part-time employee will be paid \$75, and a casual employee will be paid \$50;

(2) For safety footwear required to have one or more of toe protection, metatarsal protection, puncture-resistant soles or dielectric protection, a regular full-time employee will be paid \$100, a regular part-time employee will be paid \$100, and a casual employee will be paid \$75.

Upon receipt of proof of purchase, the Employer will pay the allowance to the employee in their next pay period. A new employee will be required to have or purchase required non-slip footwear upon commencement of employment. Despite (1) and (2) above, where a new employee is paid their initial footwear allowance in October or later, the Employer will pay that employee half the usual amount the following year.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Wage Rates

An employee will be paid the appropriate hourly wage rate specified in Appendix A (Wage Grid).

~~27.1~~ 27.2 Paydays

(a) Employees shall will be paid biweekly. Paydays shall will be every second Friday.

- (b) The distribution of pay advice notices ~~shall~~ **will** be on payday.
- (c) Pay advice notices ~~shall~~ **will** be available ~~at the beginning of the day shift~~ on a payday.

(d) When the notice is provided electronically, the Employer will provide the employee a printed copy upon request.

~~(d)~~ **(e)** The Employer ~~shall~~ **will** 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 27.3 Relieving in Higher Rated Positions

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

27.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, they will receive the rate of the new salary range which is the closest step above their current rate, but not more than the top of the new salary range. Where this results in an employee being placed at the start rate, they will advance to the "After Probation" step upon completion of 488 hours of work in the higher paying position.

27.3 27.5 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than ~~his/her~~ **their** rate of pay ~~shall~~ **will** maintain ~~his/her~~ **their** 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 27.6 Mileage

An allowance of ~~50¢~~ **the maximum reasonable** per kilometre ~~rate as established yearly by the Canada Revenue Agency~~ **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 **will** supply the President of the Union or his/her **their** designate and **the Union-designated steward** with the job descriptions for **those all** 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.

(a) Where the Employer introduces a new or substantially altered job classification, the Employer will send the job description and wage rate to the Union. The job description and wage rate will be implemented when the position is introduced or changed.

(b) The Union can object in writing within 30 days of receiving the job description and wage rate. The Union will provide specific details of its written objection(s) which will be limited to whether:

- (1) the job description accurately describes the type of duties and level of responsibilities;**
- (2) the job is properly paid in relation to the existing wage grid; and**
- (3) any qualifications established for the job are relevant and reasonable.**

If no written objection is received by the Employer within 30 days, then the job description and wage rate will be considered as agreed to.

(c) If the parties do not resolve the objection(s) within 10 days of the Union providing its objection(s) or a longer period mutually agreed to between the parties in writing, the Union may refer the matter within 10 days to an arbitrator listed in Appendix D (List of Arbitrators) who will determine the resolution of the disputed matter(s). The parties may appoint an arbitrator not listed in Appendix D (List of Arbitrators) by mutual agreement.

(d) If the wage rate proposed by the Employer for the new or changed position is revised because of negotiation or arbitration, then the revised wage rate will be effective from the date the position was introduced or changed.

ARTICLE 29 - GENERAL CONDITIONS

[29.1 to 29.2 – no change]

29.3 Copies of Agreement

(a) The Union and the Employer **desire would like** every employee to be familiar with the provisions of this agreement and **his/her their** rights and obligations under it. For this reason, the Union **shall will** 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>. The Union and, where practicable, the Employer, will make the agreement available electronically to all employees.**

(b) All agreements **shall will** be printed in a union shop and **shall will** bear a recognized union label.

(c) The cost of the printed agreement **shall will** 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 will** 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

(a) Upon submission of reasonable proof, where an employee's personal possessions, not covered in (b) below, are damaged by a resident of the Employer, the Employer shall will pay, up to a maximum of \$200, for the repair or replacement costs of or personal deductible insurance deductible, provided such personal possessions are of a type suitable for use while on duty.

(b) The Employer will pay, for the repair or the replacement cost of an employee's prescription eyewear, hearing aids and other prescribed accessibility aids damaged by a resident of the Employer to a maximum of \$400. Replacement and repair costs for eyewear, hearing aids and other prescribed accessibility aids will only be considered after the employee has, where appropriate, made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear, hearing aids and other prescribed accessibility aids.

(c) Appropriate receipts will be required to receive reimbursement from the Employer.

[Note: Clause 29.6 is moved to Article 7 and becomes Clause 7.4]

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 **all** the following provisions of the collective agreement **except for:**

- (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

(1) Clause 12.3 (Probationary Period)

(2) Article 13 (Layoff and Recall)

(3) Clauses 14.3(a), (e) and (g)

(4) Clauses 15.5(c) and 15.6 (Callback)

(5) Article 16 (Paid Holidays)

(6) Article 17 (Annual Vacation)

(7) Article 18 (Sick Leave)

(8) Clauses 19.1 (Sick Leave/Workers' Compensation) and 19.2 (Benefits While on Compensation)

(9) Article 20 (Special and Other Leave), except for Clause 20.6 (Education Leave), and the employee will instead be covered by relevant leave provisions of the Employment Standards Act

(10) Article 21 (Maternity and Parental Leave), and the employee will instead be covered by the relevant leave provisions of the Employment Standards Act

(11) Article 23 (Technological, Automation and Other Changes)

(12) Article 25 (Health and Welfare Plans)

(13) Clause 27.3 (Pay on Temporary Assignment)

(14) Appendix C (Registered Retirement Savings Plan)

(15) Addendum (Group Life & Long-Term Disability Insurance Plans)

(16) Appendix E (Short-Term Disability)

(17) Memorandum of Agreement 1 (Job Sharing Arrangements)

[(b) to (c) – no change]

(d) Casual employees shall **will** be paid **9% 10.2% in combined vacation pay, paid holiday pay, and pay** in lieu of all benefits. **(See Clause 12.7 [Temporary Vacancies] for benefit option after six months in a temporary position.)**

(e) A casual employee **may be reclassified as is** a regular employee only by successfully bidding into a permanent vacancy in **respect of** which there is no present regular incumbent. **They are eligible for health and welfare benefits under Article 25 following successful completion of a probationary period pursuant to Clause 12.3 (Probationary Period) or a trial period pursuant to Clause 12.4 (Trial Period).**

30.2 Statutory Paid Holidays for Casual Employees

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

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

New Year's Day	BC Day
Family Day	National Day for Truth and Reconciliation
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 **will be placed in the same relative position on the seniority list upon their return to work; specifically, the employee will be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.**

30.4 Casual Employee Probationary Period

- (a) Casual employees shall will serve a probationary period of ~~four~~ 488 hours. During the said probationary period, casual employees may be terminated for unsuitability.
- (b) A casual employee who has not completed probation under this clause and who is successfully appointed as a regular employee shall will serve a probationary period pursuant to Clause 12.3 **(Probationary Period)** of the collective agreement. **The probationary period as a regular employee will be shortened by the time the employee spent on probation as a casual employee if the regular classification is the same.**
- (c) Where a casual employee who has completed probation is successfully appointed as a regular employee, such employee shall will not be required to serve another probationary period under Clause 12.3 **(Probationary Period)**, but will be required to complete a trial period under Clause 12.4 **(Trial Period)**.

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.

(a) Availability

(1) A casual employee will be entitled to register for work in any job classification in any department for which they have the qualifications to perform.

(2) Casual employees and regular part-time employees must provide their availability in writing no later than the first of the month for the following month (i.e., January 1st for February). When the 1st falls on a Saturday or Sunday, availability is due the Friday before the weekend. Casual employees who fail to submit their availability for three consecutive months will be considered to have resigned their employment.

(3) If availability is not submitted, the Employer is not obligated to call the casual or regular part-time employee for available shifts.

(b) Scheduling

For the purposes of scheduling, casual employees must provide availability for a minimum of 10 shifts per month with a minimum of four of the 10 being Saturdays or Sundays.

Casual employees must be available for a minimum of six out of 12 statutory holidays per year. One of the six must be either Christmas Day or New Year's Eve.

Casuals may adjust their availability by notifying the Employer at least two business days in advance of days of unavailability. For clarity, it is understood that changed availability will not result in the rescheduling of other casual employees already assigned to work.

(c) Callouts

(1) Available shifts will be offered in the order of seniority as shifts become available.

(2) When available shifts are considered to be a "block of work," they will be offered as such. A "block of work" will not be divided among casual employees unless it is first determined that none of the casual employees can accept the entire assignment. A "block of work" is defined as three or more consecutive shifts available for casual assignment, and will be assigned in its entirety to an individual casual employee according to seniority.

(3) The callout procedure will be as follows when shifts are being filled with forty-eight (48) hours' notice or more, the Employer will text available employees in order of seniority. The wait time is 30 minutes and the most senior available employee gets the shift. If there is no response it will be recorded as declined in the callout binder.

(4) The callout procedure will be as follows when shifts are being filled with less than forty-eight (48) hours' notice, the Employer will text available employees in order of seniority. The

wait time is five minutes and the most senior available employee gets the shift. If there is no response it will be recorded as declined in the callout binder.

(5) If a casual employee declines a shift for which they have stated their availability and it is not for reasons of injury, illness, serious family emergency, childcare, or elder care that employee will have a decline record.

(6) All callouts will be recorded as follows:

(i) Shift(s) to be filled;

(ii) Name of each employee called;

(iii) Date and time of call(s);

(iv) Outcome of the callout(s) i.e., whether the shift was accepted, declined or failed to respond; and

(v) Name and signature of the callout person.

In the event of a dispute, the Union will have access to the log books.

(7) Once having accepted a shift, a casual employee:

(i) Has the same obligations to report for and to complete that shift as expected of a regular employee and

(ii) Will not be eligible for any other shift that conflicts with it.

(d) In the event a casual employee refuses an assignment for which they have signified they would be available, this will be recorded as a "refusal". It is assumed that for any day in which the casual employee has indicated availability for a specific shift that they are available to work. Failure to respond will also be recorded as a refusal. In the event that a casual employee accrues three such refusals within one month, their seniority will drop to the bottom of the casual seniority list until the next casual seniority list is produced as per Clause 11.2 (Seniority Lists).

(e) If a casual employee's seniority drops to the bottom of the casual seniority list three times, then on the third occasion they will be removed from the Casual List and their employment will be deemed to have terminated.

~~(d)(f)~~ Regular part-time employees may register for casual work in writing specifying days of availability and ~~shall~~ **will** be called in to work in order of seniority. Hours worked by regular part-time employees under this section ~~shall~~ **will** be used to calculate all benefits of this collective agreement except as provided in Article 25 (Health and Welfare Plans). ~~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~~ **will** 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.

(g) Casual and regular part-time employees registered for casual work shall will notify the Employer of the times of unavailability due to sickness reasons of injury, illness, serious family emergency, childcare, elder care, or vacation, during which time Section (e) the Callout section 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).

(h) If a casual employee has not worked in a six-month period, the Employer will send a registered letter to the employee, which will state the number of months the employee has not worked and advises them they have to work a shift within the proceeding 30 days if they wish to remain a casual employee. If they do not respond and/or do not work a shift within this 30-day period (where the Employer offers them such a shift), they will be removed from the Casual List and their employment will be deemed to have terminated.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall will be binding and remain in effect until midnight April 1st, 2020 March 31, 2025.

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 1, 2024, but in any event, no later than midnight on January 31st, 2020 1, 2025.

(b) Where no notice is given by either party prior to January 31st, 2020 1, 2025 both parties shall will be deemed to have been given notice under this section on January 31st, 2020 1, 2025.

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

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 will adhere fully to the terms of this agreement until such time as either party discontinues negotiations commences a strike or lockout.

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

APPENDIX A
Wage Schedule Grid

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.

CLASSIFICATION		01-Apr-19 (Current)	01-Apr-20 (1.5%*)	01-Apr-21 (1.5%*)	01-Apr-22 (6.7%*)	01-Apr-23 (3%)	01-Apr-24 (3%)
Cook I**	Start	\$19.38	\$19.67	\$20.26	\$21.62	\$22.27	\$22.93
	After Probation	\$19.90	\$20.20	\$20.80	\$22.20	\$22.86	\$23.55
	1957.5 Hrs	\$20.44	\$20.75	\$21.37	\$22.80	\$23.48	\$24.19
Cook II****	Start	\$18.02	\$18.29	\$18.56	\$19.81	\$20.40	\$21.01
	After Probation	\$18.70	\$18.98	\$19.27	\$20.56	\$21.17	\$21.81
	1957.5 Hrs	\$19.38	\$19.67	\$19.97	\$21.30	\$21.94	\$22.60
Dietary	Start	\$17.27	\$17.53	\$17.79	\$18.98	\$19.55	\$20.14
	After Probation	\$17.89	\$18.16	\$18.43	\$19.67	\$20.26	\$20.86
	1957.5 Hrs	\$18.53	\$18.81	\$19.09	\$20.37	\$20.98	\$21.61
Dietary/Housekeeping	Start	\$17.27	\$17.53	\$17.79	\$18.98	\$19.55	\$20.14
	After Probation	\$17.89	\$18.16	\$18.43	\$19.67	\$20.26	\$20.86
	1957.5 Hrs	\$18.53	\$18.81	\$19.09	\$20.37	\$20.98	\$21.61
Housekeeping	Start	\$17.27	\$17.53	\$17.79	\$18.98	\$19.55	\$20.14
	After Probation	\$17.89	\$18.16	\$18.43	\$19.67	\$20.26	\$20.86
	1957.5 Hrs	\$18.53	\$18.81	\$19.09	\$20.37	\$20.98	\$21.61
Facilities Coordinator**	Start	\$17.27	\$17.53	\$18.05	\$19.26	\$19.84	\$20.44
	After Probation	\$17.89	\$18.16	\$18.70	\$19.96	\$20.55	\$21.17
	1957.5 Hrs	\$18.53	\$18.81	\$19.37	\$20.67	\$21.29	\$21.93
Maintenance***	Start	\$18.40	\$18.68	\$22.40	\$23.90	\$24.62	\$25.36
	After Probation	\$19.03	\$19.32	\$23.03	\$24.57	\$25.31	\$26.07
	1957.5 Hrs	\$19.68	\$19.98	\$23.68	\$25.27	\$26.02	\$26.81
Receptionist/Office Assistant	Start	\$17.89	\$18.16	\$18.43	\$19.67	\$20.26	\$20.86
	After Probation	\$18.53	\$18.81	\$19.09	\$20.37	\$20.98	\$21.61
	1957.5 Hrs	\$19.14	\$19.43	\$19.72	\$21.04	\$21.67	\$22.32

* **Retroactive for existing employees at time of ratification including those on leave, and employees who retired (employee leaving the work force) between April 1, 2020 and the date of ratification inclusive. Payable on all earnings, including regular and overtime wages, paid holidays, paid leaves, annual vacation, and sick leave, excluding unused sick leave payout and earnings while on STD or LTD.**

** **Cook I and Facilities Coordinator receive additional classification-specific increases of 1.5% (3.0% total) on April 1, 2021.**

*** **The Maintenance classification rates in the April 1, 2021 column were previously implemented as agreed by the parties so there is no April 1, 2021 increase.**

**** **Upon ratification, all existing regular full-time employees classified as Cook II will be given the opportunity to be reclassified into Cook I positions.**

ADDENDUM

Group Life & Long-Term Disability Insurance Plans

Part A - Group Life Insurance Plan

[Section 1 – no change]

Section 2 - Benefits

The Plan shall will provide basic life insurance in the amount of \$50,000 and standard 24-hour accidental death and dismemberment insurance. Coverage shall will continue until termination of employment. On termination of employment (including retirement), coverage shall will 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 their Group Life Insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

[Section 3 – no change]

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 will, on the first day of the calendar month immediately following the completion of the probationary period (or trial period where an existing casual employee has posted into a regular position), become members of the Long-Term Disability Plan as a condition of employment.

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

(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.~~

[Sections 2 to 6 – no change]

Section 7 - ~~Expiration of Sick Leave~~ Continuation of Coverage

~~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.~~

(a) Waiting to receive long-term disability benefits

Following expiration of their sick leave credits and their paid vacation (where the employee chooses to use either or both), they shall will be placed on an unpaid leave of absence until receipt of long-term disability benefits. While these employees are on an unpaid leave of absence, Clauses 20.4(c) and 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence) will apply.

(b) In receipt of long-term disability benefits

Benefit entitlement and seniority accumulation for employees in receipt of long-term disability benefits will be as follows:

- (1) the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee as long as the employee remains an employee;**
- (2) subject to Clauses 20.4(d) and 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence), the employee can elect to continue medical, dental, extended health, and employee assistance program benefits as long as the employee remains an employee and pays 100% of the premiums for employee assistance program and 100% of the actual costs of medical, dental, and extended health. Such an election must be made at the time the employee's LTD claim is accepted. Employees must provide their payments to the Employer by the 10th of the following month otherwise their benefit coverages will be terminated; and**
- (3) the employee will stop accruing seniority, vacation, and sick leave.**

Employees will not be terminated for non-culpable absenteeism while in 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 – no change]

Section 9 - Premiums and Termination of Coverage

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

For clarity, the provisions of Clauses 20.4(d) and 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence) apply to LTD plan premiums.

[Sections 10 – 12 – no change]

**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 **The** Employer **shall implement will maintain** a Group RRSP with the following terms:

- (a) All regular employees, upon completion of the probationary period, **shall will** 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 earning **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 **Investigators and Arbitrators**

- ~~Kate Young~~
- ~~Mark Brown~~
- **Koml Kandola**
- **Wayne Moore**
- **Julie Nichols**
- **Ken Saunders**

APPENDIX E Short-Term Disability

A full-time or part-time employee is entitled to short-term disability in accordance with Clause ~~25.6~~ **25.5** (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~~ **is** subject to the eligibility and application process under the Employment Insurance Act and Regulations. Information can be found online at www.canada.ca/en/services/benefits/ei/ei-sickness.

The following short-term disability provisions will be in effect as of ~~the first pay period after April 1, 2017~~ **no later than January 1, 2023**.

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%~~ **66.67%** 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~~ **one week** 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%~~ **66.67%** 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~~ **25.5 (Short-Term Disability)** up to a maximum of ~~95%~~ **66.67%** 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~~ **25.5 (Short-Term Disability)** 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%~~ **66.67%** of regular weekly earnings for your short-term disability benefit entitlement. **If you are not approved for EI benefits because you have insufficient hours of insurable employment to qualify for EI benefits or have exhausted your EI benefit entitlement, then the employer will pay the entire STD benefit.**

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 that is 16 weeks after you have been disabled and on which you are therefore into the long-term disability (LTD) period.**
- 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 the Workers Compensation Act.**
- 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 it** can make arrangements to start your short-term disability payments.

[Memorandum of Agreement 1 – no change]

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~~ **14.7 (Short Changeover Premium)**.
3. Clause 14.4 **(Shift Differential and Weekend Premium)**.
4. Clause 15.7 **(Rest Interval)**.

~~Signed on April 23th, 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.

MEMORANDUM OF AGREEMENT
Shoe Allowance

The parties agree:

1) — The Employer will pay 100% to a maximum of \$50.00, for one initial pair of safety compliant non-slip work shoes.

2) — For current employees, initial pair of non-slip shoes must be ordered or purchased within 30 days of the signing of this memorandum.

3) — New employees that do not have footwear that meets the footwear policy must order or purchase non-slip shoes within 30 days of their employment start date.

4) — Regular full-time employees will be entitled to an annual shoe allowance to a maximum of \$50.00 upon provision of receipt.

5) — Part-time regular and casual employees will be entitled to an annual shoe allowance to a maximum of \$25.00 upon provision of receipt. If existing footwear meets the footwear policy, the amount may be accumulated bi-annual to a maximum of \$50.00.

6) — The Employer will draft a footwear policy.

7) — This agreement is on a without prejudice or precedent basis.

MEMORANDUM OF AGREEMENT
Employment Standards Act as Minimum Standard

The parties agree that, despite Section 3(2) of the Employment Standards Act, the “when considered together, meet or exceed the requirements” test will not be applied to the matters listed in that section. The parties expressly agree that the minimum standards of the Employment Standards Act will apply to each of those matters, and Section 3(2) of the Act will not operate in respect of the collective agreement.

LETTER OF UNDERSTANDING 1

Casual Scheduling Requirements for Oxana Letiuceaia

For the purposes of scheduling Oxana Letiuceaia, Oxana must provide their availability for a minimum of ten shifts per month; specifically, Oxana will be available for ten, eight-hour shifts per month.

moveup