

2019-
2022

COLLECTIVE AGREEMENT

BETWEEN

SIENNA SENIOR LIVING (BROOKSIDE) LTD.

AND

THE BRITISH COLUMBIA NURSES' UNION

TERM – APRIL 1, 2019 – MARCH 31, 2022

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DEFINITIONS

For the purpose of this Agreement:

"Basic Pay" - means the rate of pay in each wage schedule.

"Employee" - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.

"Employer" - means Sienna Senior Living (Brookside) Ltd.

"Leave of Absence With Pay" - means to be absent from duty with permission and with pay.

"Leave of Absence Without Pay" - means to be absent from duty with permission but without pay.

"Union" - means the B.C. Nurses' Union.

"One Year" - a maximum of 1950 hours worked.

"Spouse" - is an employee's married or common-law spouse.

"Common-Law Spouse" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.

"Immediate Family" – means - spouse, common-law spouse, parent, stepparent, foster parent, child, legal stepchild, legal ward, legal guardian, brother, sister, guardian, stepbrother, stepsister, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of an employee, and; any relative permanently residing in the employee's household or with whom the employee resides.

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

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 Purpose of Agreement

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

1.02 Future Legislation

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

- A) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;

- B) the Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- C) if a mutual agreement cannot be struck as provided in (B) above, the matter shall be arbitrated pursuant to Article 9 - Grievances of the Collective Agreement.

1.03 Conflict with Rules

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

1.04 Use of Feminine and Singular Terms

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

ARTICLE 2 – NON-DISCRIMINATION, HARASSMENT, AND RESPECTFUL WORKPLACE

The Employer and employees recognize the need for a respectful, harassment free and discrimination free workplace. The Employer recognizes its responsibility in ensuring that its employees are free from harassment and discrimination and to provide a working environment in which all individuals are treated with respect and dignity. Employees are responsible to conduct themselves in a respectful manner in the workplace and refrain from discrimination and harassment.

A) Discrimination and Discriminatory Harassment

Includes but is not limited to comments or conduct based on the protected grounds outlined in the provincial Human Rights legislation. Examples include offensive comments, jokes, or behaviour that disparage or ridicule a person's race, religion, sexual orientation, gender, creed, or disability, personal appearance or weight; creating, displaying or distributing derogatory or offensive written materials.

B) Psychological Harassment and Personal Harassment

Includes but is not limited to derogatory conduct or behavior that intimidates or belittles an individual or group of individuals; humiliating or bullying behavior that undermines psychological or physical integrity or dignity, is hostile or abusive; persistent, excessive and unjustified criticism and constant scrutiny.

C) Sexual Harassment

Discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation. Includes but is not limited to unwelcome sexual advances or demands, threats, punishment or denial of a benefit for refusing sexual advances, offering a benefit in exchange for sexual favors, sexually suggestive comments gestures, email messages or attachments, unwelcome remarks jokes, innuendos, propositions or taunting about a person's body, clothing or gender.

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

E) The Union and the Employer recognize the right of employees to work in an environment free from discrimination, harassment, and disrespectful behavior and the Employer shall take such actions as are necessary with respect to any person engaging in any of these behaviors at the work place. The Executive Director shall investigate any and all allegations and, if substantiated, take action

appropriate to the offence. The Union shall be notified of all allegations and employees provided the opportunity for Union representation throughout the investigation and subsequent action that may be taken by the Employer. The Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

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

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

- F) The Employer will provide education and training to all employees, officers, allied personnel, contract staff and volunteers to ensure all are aware of conduct which is considered to be unacceptable and will not be tolerated. This shall include but not limited to Discrimination and Personal, Discriminatory, Psychological and Sexual Harassment. All complaints of discrimination and harassment shall be addressed in a timely manner and appropriate corrective measures shall be taken to prevent further recurrences.

ARTICLE 3 – RECOGNITION OF THE UNION

3.01 Bargaining Agent or Recognition

The Employer recognizes the B.C. Nurses' Union as the exclusive bargaining agent for all employees in the bargaining unit.

The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except Executive Director, Director of Care, Acquired Brain Injury Manager, Administration Assistant, Support Services Manager, Food Services Manager, Recreation Manager and Maintenance Coordinator.

3.02 No Other Agreement

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

3.03 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select four stewards and two alternates to represent employees. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

- A) investigation of complaints of an urgent nature;
- B) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

- C) supervision of ballot boxes and other related functions during ratification votes involving the Employer;
- D) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- E) attending meetings called by management;
- F) accompanying a member at her request, at a meeting called by the Employer, where disciplinary action is anticipated;
- G) meeting with new employees as per Article 6 – Employer & Union Shall Acquaint New Employees.

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

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

3.04 Bulletin Boards

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

3.05 Badges, Insignia and Union Shop Cards

- A) A union member shall have the right to wear a union pin or badge displaying the recognized insignia of the Union.
- B) The recognized insignia of the Union shall include the designation “BCNU”.

3.06 Right to Refuse to Cross Picket Lines

- A) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee honouring the legal picket line shall be considered to be absent without pay.
- B) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

3.07 Unpaid Leave - Union Business

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

- iv) to employees representing the Union in collective bargaining.
- B) To facilitate the administration of Article 3.07 (A) – Unpaid Leave – Union Business when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

- C) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods. Such requests shall be made in writing. Employees granted such leave of absence shall retain all rights and privileges with no loss of seniority accumulated prior to obtaining such leave. Long-term leave of absence without pay and without loss of seniority will be granted:
 - i) for employees elected for a full-time position with the Union for a period of one (1) year;
 - ii) for an employee elected to the position of President or Treasurer of the B.C Nurses' Union for a period of three (3) years;
 - iii) for an employee elected to any organization to which the Union is affiliated for a period of one (1) year.

Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacation, increments and promotions.

3.08 Membership Information

The Employer agrees to provide to the Union twice a year, within the first week of the months of January and July, an up to date list of all union members, their current job classifications, seniority, and employee status known to the Employer. The Employer shall provide the information to the Union by way of email, hard copy or facsimile.

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 – UNION RECOGNITION

4.01 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

4.02 Scope of Agreement

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

ARTICLE 5 – UNION SECURITY

5.01 Security

Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.

New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

5.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name, location, and contact information of the steward team. The Employer agrees that the chief shop steward or his/her designate will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

ARTICLE 7 – EMPLOYER'S RIGHTS

- A) The parties agree that the management, operation, and direction of its working forces, including the scheduling of employees, is vested solely with the Employer unless this Agreement otherwise specifies. All rights and functions of the Employer shall be retained unless modified by the Collective Agreement.
- B) The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency.
- C) The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of this Agreement.

ARTICLE 8 – EMPLOYER/UNION RELATIONS

8.01 Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers, and similarly, the Employer shall supply the Union with the names of the Executive Director or designate with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

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

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 3.07 - Unpaid Leave - Union Business.

8.03 Union Representatives

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

8.04 Technical Information

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

8.05 Regular Employees

- A) A regular employee is one who is appointed to a regularly scheduled position.
- B) A regular employee is entitled to all of the Health and Welfare benefits of this Agreement in accordance with Article 26.05 – Health & Welfare Plans (Commencement of Coverage).

8.06 Casual Employees

- A) A casual employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
- i) paid leave relief;
 - ii) unpaid leave relief;
 - iii) temporary increase of workload situations; and
 - iv) other replacement needs.
- B) Casual employees are covered by all provisions of the Collective Agreement EXCEPT the following articles (unless legally required where applicable):
- Article 14 – Layoff and Recall
 - Article 17 – Paid Holidays
 - Article 18 – Annual Vacation (except Article 18.12 – Casual Employee Vacation)
 - Article 19 – Sick Leave
 - Article 21 – Special and Other Leave
 - Article 24 – Technological, Automation and Other Changes
 - Article 26 – Health and Welfare Plans

Casual employees shall be paid in accordance with the job category in which they are employed. Casual employees shall be paid four percent in lieu of vacation.

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

C) Statutory Holidays

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

Time and one-half for all hours worked on:

New Year's Day	BC Day
Easter Monday	Thanksgiving Day
Queen's Birthday (Victoria Day)	Remembrance Day
Canada Day	Boxing Day
Good Friday	Labour Day
Christmas Day	Family Day

Notwithstanding the above, effective December 25, 2020, Christmas Day shall be compensated at the rate of double-time (2x) for all hours worked.

D) Seniority While in Receipt of WCB Wage-Loss Income

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

8.07 Casual Employee Probationary Period

- A) Casual employees shall serve a probationary period of 488 hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- B) A casual employee who has not completed probation under this Article and who is reclassified as a regular employee shall serve a probationary period pursuant to Article 13.03 – Vacancy Posting

(Probationary Period) of the Collective Agreement. All probationary hours already completed while working as a casual employee shall be counted towards meeting the regular employee's probationary hours' requirement.

- C) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period under Article 13.03, but will be required to complete the qualifying period under Article 13.04 – Vacancy Posting (Qualifying Period).

ARTICLE 9 – GRIEVANCES

9.01 Grievance Procedure

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

- A) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or

- B) the dismissal, discipline or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

9.02 Step 1

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

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

9.03 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 Article 9.04, must do so not later than:

- i) fourteen (14) days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- ii) fourteen (14) days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

9.04 Step 2

- A) Subject to the time limits in Article 9.03 – Grievances (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- i) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- ii) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and

- iii) transmitting this grievance to the designated supervisor through the union steward.

- B) The supervisor shall acknowledge receipt of the written grievance by signing and dating the

grievance form at the time that the grievance is presented.

9.05 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

9.06 Step 3

The Union Labour Relations Officer or his/her designate, may advance a grievance at Step 3 within:

- i) fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- ii) fourteen (14) days after the Employer's reply was due.

9.07 Time Limit to Reply at Step 3

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

9.08 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 10 - Arbitration, the Union Labour Relations Officer or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- i) seventy (70) days after the Employer's decision has been received; or
- ii) seventy (70) days after the Employer's decision was due.

9.09 Administrative Provisions

- A) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by facsimile or email.
- B) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- C) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

9.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Executive Director or his/her designate presenting the grievance to the Union Labour Relations Officer or the union area staff representative.

Failing satisfactory settlement at Step 3 and pursuant to Article 10 - Arbitration, the Employer may inform the Union Labour Relations Officer or his/her designate of his/her intention to submit the dispute to arbitration within:

- i) seventy (70) days after the Union's response has been received; or
- ii) seventy (70) days after the Union's decision was due.

9.11 Time Limits

If the Union Labour Relations Officer or his/her designate, an employee, or an employer fails to process a grievance within the prescribed time limits, including any mutually-agreed-to time extensions the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

9.12 Deviation from Grievance Procedure

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

9.13 Policy Grievances

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Executive Director, his/her designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 10 - Arbitration of this Agreement.

9.14 Dismissal or Suspension

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

9.15 Investigator

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

- A) investigate the difference;
- B) define the issue in the difference; and
- C) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date time does not run in respect of the grievance procedure.

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

ARTICLE 10 – ARBITRATION

10.01 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 9 - Grievances, notify the other party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

10.02 Arbitrator

- A) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement within seven (7) days:
- B) The parties may mutually agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators who shall be Chris Sullivan, Paula Butler, or Joan Gordon, or an alternate mutually agreed

between the parties.

10.03 Decision of the Arbitrator

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

10.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, provided such arbitrator has reserved jurisdiction, which he/she shall make every effort to do within seven (7) days.

10.05 Expenses of Arbitration

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

10.06 Amending Time Limits

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

10.07 Expedited Arbitration

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

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

- A) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- B) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- C) as the process is intended to be informal, only employees of the B.C. Nurses' Union or employees of Sienna Senior Living (Brookside) Ltd. may present the grievance to the arbitrator;
- D) the Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- E) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- F) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- G) the parties shall equally share the costs of the fees and expenses of the arbitrator;
- H) the expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of Chris Sullivan, Paula Butler, or Joan Gordon, or a substitute mutually agreed to by the parties. It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 11 – DISMISSAL, SUSPENSION AND DISCIPLINE

11.01 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer.

11.02 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the chief shop steward, Union Labour Relations Officer or his/her designate, and to the Union's provincial office within three (3) days of the dismissal or suspension.

11.03 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request, any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been any further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.04 Evaluation Reports

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than every two (2) years thereafter. Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing. All final employee performance appraisals shall form part of the employee's permanent record.

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

11.05 Personnel File

- A) An employee, or the steward or LRO with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the steward or LRO, as the case may be, shall give the Employer adequate notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.
- B) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept.

Access to the file shall be not later than seven (7) days after notice is given.

11.06 Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her steward.

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

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

11.07 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) pre-scheduled shifts, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee, with or without Union representation, shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 12 – SENIORITY

12.01 Definition

A) Regular Employee

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.

B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual up to a maximum of the annual full-time equivalent (1950) hours per year.

12.02 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of WorkSafe BC benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity/parental/adoption leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and

G) absence while on disability claim (including the qualifying period).

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

12.03 Employment in Excluded Positions and Within Other Bargaining Units

- A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority.

12.04 Merged Seniority Lists

Seniority lists for employees covered by this collective agreement will be merged at the worksite regardless of Union membership.

12.05 Seniority Lists

- A) In January and July of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite. The lists shall be posted on the Union bulletin board and a copy shall be forwarded to the Head Office of the Union and the chief shop steward.

The seniority list shall contain the following information:

- i) first and last name
 - ii) job status and posted FTE (regular full-time, regular part-time, casual);
 - iii) wage schedule classification;
 - iv) seniority and start date;
 - v) seniority hours
 - vi) job titles;
 - vii) Social Insurance Number (subject to (B) below).
- B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

- C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

12.06 Loss of Seniority

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

- A) he/she is discharged for just cause;
- B) he/she voluntarily terminates his/her employment;
- C) he/she is on layoff for more than twelve (12) months;
- D) he/she abandons his/her position in accordance with Article 11.07 – Employment Abandoned;

- E) he/she is on layoff and fails to report when recalled for work for an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer.
- F) he/she obtains other employment during an authorized leave of absence, without justifiable explanation satisfactory to the Employer.

ARTICLE 13 – VACANCY POSTINGS

13.01 Postings

- A) A posting shall be required for regular vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. A one-time increase of three (3) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

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

- B) The Employer agrees to post such vacancy or new job for a period of at least ten (10) calendar days in advance of the selection. Applications must be received during the ten (10) day period in order to be considered by the Employer.
- C) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate or range.
- D) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two (2) months or less shall be filled in accordance with Appendix 2 – Procedure for Filling Shifts.
- E) A copy of the job posting will be sent to the chief shop steward or 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 (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- G) An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.
- H) An employee may apply for any temporary vacancy but is required to complete the term of the vacancy unless applying for another vacancy would result in the employee obtaining a regular position.

The above restriction does not apply to employees changing from one (1) job classification to another job classification (ie LPN to RN).

13.02 Selection Criteria

- A) The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no qualified employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be

given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

- B) The successful applicant will be determined based only on the following criteria:
- i) Bona fide job qualification
 - ii) Job related knowledge
 - iii) Education
 - iv) Skills
 - v) Abilities and
 - vi) Dependability

Where two or more applicants are equal, the one with the greater seniority will be selected.

The parties recognize the potential benefit of expediting the filling of vacancies. When an employee has applied for postings that are equivalent to their current position, the parties agreed that no interview/assessment process shall be required, and the position shall be awarded based on seniority.

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

13.03 Probationary Period

It is understood that all new regular employees will be subject to a probationary period of three (3) months or 488 hours worked, whichever is less. 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.

Regular employees will be eligible for sick leave per Article 19.01(A) – Sick Leave (Sick Leave Entitlement) and Health and Welfare benefits providing they work twenty-two point five (22.5) hours or more per week after completing 488 hours work at the facility.

13.04 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of thirty (30) work shifts or two hundred and twenty-five (225) hours worked whichever comes first. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

13.05 Right to Grieve

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

ARTICLE 14 – LAYOFF AND RECALL

14.01

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

- A) The employees shall be laid off by job classification in reverse order of seniority;

- B) A laid off employee may bump a less senior employee, provided the employee is qualified and able to do the job of the less senior employee;
- C) Bumping rights must be exercised within seven calendar days of notification of layoff by providing written notice to the Executive Director;
- D) Employees on layoff shall be recalled by classification in order of seniority provided the employee is qualified and able to do the work available.
- E) In the event of a permanent layoff two weeks' notice will be given to an employee where an employee has completed at least six consecutive months of employment, and where an employee has completed at least one consecutive year of employment, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks' notice.

ARTICLE 15 – HOURS OF WORK

15.01 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

15.02 Hours of Work

There shall be an average of thirty-seven point five (37.5) hours per week exclusive of meal periods. The normal daily full shift hours shall be between seven point five (7.5) and twelve (12) hours.

The base day for benefit calculation purposes is seven point five (7.5) hours. The annual hours of work shall not exceed 1950 hours.

15.03 Scheduling Provisions

- A) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.
- B) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 16 - Overtime.
- C) There shall be no split shifts except by mutual agreement.
- D) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.
- E) Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the Executive Director or their designate may approve shift exchanges with less than forty-eight (48) hours' notice.
- F) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.

- G) Where the Employer seeks to implement a change in the shift schedules of regular employees which will affect a majority of employees involved in the rotation, the Employer will seek input and feedback from the affected employees. Once employee input and feedback has been considered the Employer may implement shift schedule changes that are for bona fide operational reasons. When a rotation change has been agreed to per the above process, employees affected shall receive fourteen (14) days' notice of the change.

15.04 Staff Meetings and Mandatory Education Sessions

Employees required to attend pre-scheduled mandatory staff meetings and education sessions during off-duty hours shall be paid at straight-time rates for the duration of the meeting or a minimum of two (2) hours, whichever is greater.

15.05 Shift Differential

- A) Employees scheduled by the Employer to work the evening shift shall be paid a shift differential of seventy-five cents (\$0.75) per hour for the entire shift worked. Employees scheduled by the Employer to work the night shift shall be paid a shift differential of ninety cents (\$0.90) per hour for the entire shift worked.

Effective April 1, 2020, night shift differential shall increase to one dollar and ten cents (\$1.10) per hour.

Effective April 1, 2021, night shift differential shall increase to one dollar and twenty-five cents (\$1.25) per hour.

- B) In this Article, "*evening shift*" means any full shift in which the majority of the hours of the shift occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours); "*night shift*" means any shift in which the majority of the hours of the shift occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).
- C) Effective April 1, 2020, an additional weekend differential shall apply to all hours worked between 00:00 Saturday morning and 00:00 Monday morning, at the rate of twenty-five cents (\$0.25) per hour.

Effective April 1, 2021, this weekend differential shall increase to forty cents (\$0.40) per hour.

15.06 Rest and Meal Periods

- A) An employee is entitled to the following paid rest periods:
- i) No rest period in any shifts up to four (4) hours in length;
 - ii) Two (2) fifteen (15) minute rest periods, one in each half of any shift that is five (5) hours up to eight (8) hours in length. One fifteen (15) minute rest period in any shift that is more than four (4) hours and up to five (5) hours;
 - iii) Shifts ten (10) – twelve (12) hours in length will be entitled to three (3) fifteen (15) minute rest periods.
- B) An employee is entitled to the following unpaid meal periods:
- i) No meal period shall be given in any shift of up to four (4) hours in length;
 - ii) One (1) one-half (1/2) hour meal period in any shift of five (5) hours or more. Such meal period will be scheduled as close as possible to the middle of the shift and shall be taken away from the employee's work area;

- iii) Shifts of twelve (12) hours shall be entitled to two (2) one-half (1/2) hour meal periods. Twelve (12) hour night shifts shall be paid for one (1) one-half (1/2) hour meal period at straight-time rates plus any applicable premiums.
 - iv) Employees required by the Employer to work or remain on site for duty during their meal period will have the meal period rescheduled to an alternate time during the shift.
- C) Employees required to be on call during their meal period shall be paid for the meal period at straight-time plus any applicable premiums. Paid meal periods are to be approved by the manager.

ARTICLE 16 – OVERTIME

16.01 Definition of Overtime

- A) "Overtime" means work performed by an employee in excess of the forty (40) hour work week.
- B) "Straight-time rate" means the hourly rate of remuneration.
- C) "Time and one-half" means one and one-half times (1 ½) the straight-time rate.
- D) "Double-time" means twice (2x) the straight-time rate.
- E) "Day" means a twenty-four (24) hour period starting at 12:00 a.m.
- F) "Week" means a seven (7) day period starting on Sunday.

16.02 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Executive Director or his/her designate. Overtime shall be offered in order of seniority. Refer to Appendix 2 – Procedure for Filling Shifts.

16.03 Right to Refuse Overtime

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

16.04 Overtime Compensation

When an employee who is not under an averaging agreement is authorized to work overtime by the Executive Director or designate, overtime compensation shall be paid at the rates provided below:

- A) Any time worked over eight (8) hours a day:
 - i) time and one-half for time over eight (8) hours but less than twelve (12) hours; and
 - ii) double-time (2x) for any time over twelve (12) hours.
- B) Any time worked over forty (40) hours a week:
 - i) time and one-half (1 ½) for time over forty (40) hours but less than forty-eight (48) hours; and
 - ii) double-time (2x) for hours over forty-eight (48) hours.
- C) Earned overtime shall be paid out on the following paycheque.

16.05 Callback

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

16.06 Rest Interval

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

16.07 Shift Exchanges

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

16.08 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half (2 ½) hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense.

16.09 Allocation of Overtime

Overtime shall be offered to employees in order of seniority.

ARTICLE 17 – PAID STATUTORY HOLIDAYS

17.01 Paid Holidays

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

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

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

17.02 Holiday Falling on a Scheduled Workday

A regular employee who works on any of the above-noted holidays shall be compensated at the statutory holiday rate (e.g. time and one-half (1 ½ x)) for all hours worked and receive a day off with pay as a paid holiday per Article 17.01.

Notwithstanding the above, effective December 25, 2020, Christmas Day shall be compensated at the rate of double-time (2x) for all hours worked.

Only the hours worked that fall between 12am – 11:59pm on the holiday shall be compensated at the above statutory holiday rate. For example, if a shift commences at 11pm on the holiday and ends at 7am the next regular day, only the first hour (11pm-11:59pm) shall be compensated at the statutory holiday rate.

Regular employees working on the holiday shall have the number of hours worked on the holiday, or their normal number of hours on a workday, whichever is greater, transferred to their paid statutory holiday

bank. For example, if a regular employee works 8.5 hours on the holiday, and the employee normally works 7.5 hours on a workday, 8.5 hours will be transferred into their paid statutory holiday bank. Should the holiday fall on the regular employee's day off, the average daily worked hours from the previous thirty (30) calendar days worked by the employee will be transferred into their paid statutory holiday bank.

Request for leave under this section shall be at a time that is mutually agreeable to the employee and Employer. Such requests should be submitted in writing with at least fourteen (14) days' notice. Exceptions may be made at the discretion of the manager. Any amount in the employee's paid statutory holidays bank shall be paid out upon their request, at any time during the year with at least fourteen (14) days' notice. The employee shall receive the payout on the next paycheque where operationally feasible, or no later than within two pay periods from the date of request.

17.03 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or New Year's Day off, based on seniority, or on a rotational basis by mutual agreement between the Employer and the employees on a unit by unit basis. Employees shall indicate their preference in writing on or before November 15th of each year.

17.04 Paid Holiday Pay

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

ARTICLE 18 – ANNUAL VACATIONS

18.01 Entitlement

Regular employees shall be credited for and granted paid vacation earned based on the employee's straight-time earnings during the previous January 1st to December 31st period as follows:

15 days at 6.0% after 1 year of continuous service
17 days at 6.8% after 4 years of continuous service
19 days at 7.6% after 8 years of continuous service
20 days at 8.0% after 11 years of continuous service

(Effective January 1, 2021)

22 days at 8.8% after 13 years of continuous service
25 days at 10% after 16 years of continuous service

After one (1) year of service, employees shall be entitled to full vacation credits starting January 1st of each year. For the purposes of vacation entitlement one year of service shall equal 1950 hours worked.

18.02 Vacation Earnings for Partial Year

- A) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- B) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

18.03 Vacation Carryover

An employee may carry over up to five (5) days' vacation leave per year which must be taken the following calendar year. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, not later than October 1st of each vacation year.

18.04 Callback

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

18.05 Work in Higher Rated Position

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

18.06 Vacation Scheduling

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

18.07 Vacation Schedules

- A) Employees shall submit their vacation requests to their supervisor on or before:
 - i) November 1st for the period January 1st through April 30th; and
 - ii) March 1st for the period May 1st through December 31st.

The Employer shall respond to employee vacation requests within fourteen (14) days of the request being submitted.

- B) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- C) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

18.08 Vacation Pay

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

18.09 Vacation Credits Upon Death

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

18.10 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured during his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer, but where the parties do not agree, it shall be reinstated for use at a later date. The sick leave shall be supported by a medical certificate.

18.11 Employee's Notice of Resignation

All employees are required to provide the Employer with fourteen (14) calendar days' notice of resignation.

18.12 Casual Employee Vacation

Casual employees shall receive four percent for vacation pay until they work 9360 hours. Casuals who have worked more than 9360 hours shall receive six (6) percent vacation pay.

ARTICLE 19 – SICK LEAVE

19.01 Sick Leave Entitlement

- A) Regular employees who have completed the probationary period shall accrue paid sick leave credits at a rate of half ($\frac{1}{2}$) day per month (two point three percent (2.3%) of straight-time hours). Sick leave will accrue from year to year to a maximum of forty-five (45) hours. Sick leave will be paid at one hundred percent (100%) of normal gross earnings.
- B) Notwithstanding, (A) above, employees hired before April 1, 2010 with a sick leave bank shall retain the existing bank. Additional sick leave credits will not accrue until such time as the bank falls below six (6) days.
- C) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness. Employees absent from work due to sickness or illness are required to use any sick leave credits in their bank.
- D) Sick leave will be paid for the first three (3) days of absence due to illness. Commencing the fourth (4th) day of illness or the first day of accident or hospitalization, the Short Term Disability Plan will come into effect.
- E) The Short Term Disability plan premiums will be paid sixty percent (60%) by the Employer and forty percent (40%) by the employee. The plan will be administered by the Employer. The Plan will pay sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of normal gross wages. Benefits will be payable commencing the fourth (4th) day of illness or the first day of accident or hospitalization to a maximum of seventeen (17) weeks for each incident.
- F) Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation.

19.02 Employee to Inform Employer

The employee shall advise the supervisor or designated person in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.

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

Employees who have been absent from work due to illness or injury must provide as much notice as possible to the Employer prior to their return to work.

19.03 Expiration of Sick Leave Credits

The Employer shall inform employees, in writing, when their sick leave credits expire. At the expiration of paid sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 21.05 – Special and Other Leave (Unpaid Leave).

An employee, who has applied for STIIP and experience a delay in the processing of the application, will be advanced sixty-six and two-thirds percent (66 ²/₃%) of normal gross earnings while awaiting a decision for a maximum of one (1) month. The amount will be re-paid to the Employer in full on a mutually agreeable payment plan. Should the employee terminate prior to re-paying the Employer, such outstanding amount shall be deducted from the employee's last pay cheque.

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

Employees who wish to continue coverage under Articles 26.01, 26.02, 26.03 and 26.04 (Health and Welfare Plans) may do so provided the employee pays the full cost of the premiums.

19.04 Probationary Period

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

19.05 Third Party Coverage

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

19.06 Sick Leave Credits

The Employer shall advise employees on each paystub of accumulated sick leave credits.

ARTICLE 20 – WORKERS' COMPENSATION

20.01 Sick Leave/Workers' Compensation

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

20.02 Benefits While on Compensation

A) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.

B) Regular employees who are absent from work and in receipt of WCB wage loss replacement

benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- i) seniority hours pursuant to Article 12.01 – Seniority (Definition) shall continue to accrue;
- ii) vacation entitlement in Article 18.01 – Annual Vacations (Entitlement) shall continue to accrue; and
- iii) the Health and Welfare provisions of Article 26 – Health and Welfare Plans will continue to apply for twenty (20) work shifts. For WCB absences in excess of twenty (20) work shifts, benefit coverage may be continued by the employee for a period of one year, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

C) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

20.03 Employee to Contact Employer

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

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

ARTICLE 21 – SPECIAL AND OTHER LEAVE

21.01 Special Leave

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

- A) marriage of the employee – three (3) days;
- B) attend wedding of the employee's child – one (1) day;
- C) attend formal hearing to become a Canadian Citizen – one (1) day;
- D) paternity leave – three (3) days;
- 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 (2) days from accumulated sick leave credits.

21.02 Bereavement Leave

Bereavement leave of absence with pay for up to three (3) consecutive workdays will be granted by the Employer upon request by a regular employee in the event of the death of an immediate family member. Upon written request by the employee, and with as much notice as possible, any or all of the three (3) days may be granted non-consecutively in order to accommodate funeral services/memorials that may not occur immediately following the death.

Up to two (2) additional days without pay will be granted to regular employees for travelling time. Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations.

When bereavement leave of absence is granted, any concurrent paid leave credits used shall be restored. bereavement leave of absence with pay shall not apply when the employee is on an unpaid leave of absence.

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

21.03 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member, if a medical practitioner or a nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. Notwithstanding Article 12.03(A) - Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 26 – Health and Welfare Plans.

21.04 Unpaid Leave for Public Office

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

21.05 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 seven (7) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld. The parties agree that in exceptional circumstances as much notice as possible shall be given, but such notice may be less than forty-eight (48) hours.
- B) Any employee who has been granted leave of absence and who over stays such leave, unless permission is obtained or a satisfactory explanation is provided within seven (7) days of return, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- C) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.
- D) The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee for a period of one year, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

21.06 Education Leave

- A) An employee shall be granted leave without loss of pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or

registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due. In the case of on-line courses required by the Employer, and with written authorization in advance, where employees are not able to complete the course on work time due to workload, or require additional study time to complete the course, payment at the applicable rate of pay shall be provided for hours worked on these courses. The number of hours required per course shall be mutually agreed between the Union and the Employer on a case by case basis.

- B) An employee may request unpaid leave for the purpose of education. Such leave shall be requested and granted as per Article 21.05 – Special and Other Leave (Unpaid Leave).
- C) When an employee goes on approved education leave, upon completion of the leave he/she will return to his/her former position.
- D) This article does not apply to bona fide requirements (i.e., nurses).

21.07 Jury Duty and Leave for Court Appearances

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

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

ARTICLE 22 – MATERNITY, PARENTAL AND ADOPTION LEAVE

22.01 Maternity Leave

- A) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- B) An employee shall notify the Employer in writing of the expected date of termination of her pregnancy. Such notice will be given at least thirteen (13) weeks prior to the expected date of the termination of the pregnancy.
- C) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- D) For the first twenty (20) days of such leave, the employee should be entitled to the benefits applicable to other leaves of absence. For the balance of the leave the employee shall be entitled to the maternity/parental/adoption leave benefits set out in the *Employment Standards Act*.

22.02 Parental and Adoption Leave

Upon written request of at least four (4) weeks prior to commencement date, parental leave or adoption leave under this Article shall be granted as follows:

- A) For a birth mother who takes leave under Article 22.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.01 unless the Employer and the employee agree otherwise.
- B) For a birth mother who does not take leave under Article 22.01 in relation to the birth of the child or

children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event.

- C) For a birth father, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after that event.
- D) For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.
- E) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks.
- F) In the case of a father, following the birth or adoption of the child and commence within the seventy-eight (78) week period after the birth date leave or adoption of the child. Such leave request must be supported by appropriate documentation.
- G) An employee's combined entitlement to leave under Article 22.01 and Article 22.02 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 22.
- H) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (A), (B), (C) or (D) above.

22.03 Extension of Leaves

Employees who are entitled to maternity, parental or adoption leave shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken.

22.04 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave or adoption leave, a maximum of sixty-two (62) weeks.

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

22.05 Sick Leave

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

22.06 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 22.01, 22.02 and 22.03 commenced if he/she does not return to work.

22.07 Entitlements Upon Return to Work

- A) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Articles 22.01, 22.02 and 22.03 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year. Vacation pay shall be calculated pursuant to Article 18 – Annual Vacations.
- B) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave

and shall be credited with seniority for the period of time covered by the leave.

- C) On return from maternity, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position of equal rank and basic pay.

ARTICLE 23 – SAFETY AND HEALTH

23.01 Safety Committee

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

- A) three (3) representatives appointed by the Employer; and
- B) three (3) representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the workplace.

23.02 Committee Responsibilities

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

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

23.03 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

23.04 Transportation

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

23.05 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.

23.06 Lieu Time to Attend Meetings

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

23.07 Investigation of Accidents

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

In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate, Union Labour Relations Officer, and the Bargaining Committee chief shop steward.

ARTICLE 24 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

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

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

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

However, when necessary to reduce staff, it shall be done in accordance with Article 14 - Layoff and Recall.

ARTICLE 25 – CONTRACTING OUT

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

ARTICLE 26 – HEALTH AND WELFARE PLANS

26.01 Medical Plan

Eligible employees shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium for employees and dependants.

26.02 Dental Plan

Eligible employees shall be provided with a dental plan which will include one hundred percent (100%) basic services, major services at fifty percent (50%). Orthodontic shall be covered at fifty percent (50%) to a maximum of two thousand dollars (\$2,000) per person per lifetime. The Employer shall pay one hundred percent (100%) of the premiums for employees and dependants.

26.03 Group Life Insurance

The Employer shall provide a group life insurance plan. The Employer shall pay one hundred percent (100%) of the premiums for employees.

26.04 Extended Benefits

The Employer will pay one hundred percent (100%) of premiums for the extended benefit plan. The plan will include four hundred dollars (\$400) for vision care every twenty-four (24) months, five hundred dollars (\$500) hearing aids every thirty-six (36) months and eighty percent (80%) of prescription drugs will be covered.

26.05 Commencement of Coverage

Coverage under the provisions of this article shall apply to regular employees who work an average of twenty-two and a half (22 ½) hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

The Employer shall pay one hundred percent (100%) of the premiums for employees and dependants.

26.06 Change of Carrier

Should the Employer seek to change carriers/provider during the term of the Collective Agreement, benefits and benefit levels shall remain the same or better.

ARTICLE 27 – WORK CLOTHING AND RELATED SUPPLIES

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

ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES

28.01 Payment of Wages and Allowances

- A) Employees shall be paid on the seventh (7th) and twenty-second (22nd) day of each month by direct deposit.
- B) Pay statements given to employees on their payday shall include the designation of statutory holidays paid, the current paid hours, year to date hours, accrued and used sick leave credits, accrued and used vacation hours.
- C) The distribution of paystubs shall be on payday.
- D) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.

28.02 Relieving in Higher Rated Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this

Agreement for which a salary range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

28.03 Pay on Temporary Assignment

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

28.04 Mileage

An allowance of forty-eight cents (48¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

Effective on date of union ratification (February 4, 2020) of the current collective agreement, the allowance shall increase to fifty-eight cents (58¢) per kilometre.

28.05 Retroactivity

An employee who severed his/her employment between the certification date and the signing of this Agreement shall be entitled to receive full retroactivity of an increase in salary to the agreed upon date shown in Appendix 1 – Wage Schedule.

ARTICLE 29 – NOTICE OF NEW AND CHANGED POSITIONS

29.01 Job Descriptions

The Employer agrees to supply the Union Labour Relations Officer or his/her designate, and the bargaining unit chief shop steward with the job descriptions for those classifications in the bargaining unit.

29.02 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 Labour Relations Officer and chief shop steward. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (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 Labour Relations Officer and chief shop steward 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 thirty (30) days of notification by the Employer.

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

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

ARTICLE 30 – GENERAL CONDITIONS

30.01 Indemnity

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

A) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and

B) assume all costs, legal fees and other expenses arising from any such action.

30.02 Employer Property

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

30.03 Copies of Agreement

A) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print, in an

agreed to format, and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff.

B) The cost of the printed Agreement shall be shared equally between the Employer and the Union.

30.04 Volunteers and Bargaining Unit Work

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

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

30.05 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$300, for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

30.06 Joint Labour/Management Committee

- A) The parties agree to establish a joint committee composed of three (3) employees appointed by the Union and three (3) representatives of the Employer.
- B) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- C) An Employer representative and a union representative shall alternate in presiding over the meetings.
- D) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- E) The Committee shall have the power to make recommendations to the parties on the following:
 - i) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - ii) correcting conditions causing misunderstandings;
 - iii) dealing with matters referred to it in this Agreement.
- F) Minutes of Joint Committee meetings shall be transcribed by the Employer and distributed to committee members.

30.07 Workload

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Article 23 – Safety and Health. The Labour Management Committee shall also receive information regarding workload issues.

30.08 Elimination of Mandatory Retirement

The parties agree that no employee covered by the Collective Agreement will be required to retire at sixty-five (65) years of age. The terms of the Collective Agreement shall apply to employees who are over the age of sixty-five (65) except that health and welfare benefits under Article 26 – Health and Welfare Plans will be subject to the limitations under the benefits plan.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect until the expiry of March 31, 2022 or a new collective agreement is negotiated between the parties.

31.02 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 January 31, 2022, but in any event, no later than midnight on February 28, 2022.
- B) Where no notice is given by either party prior to February 28, 2022, both parties shall be deemed to have been given notice under this Article on February 28, 2022.
- C) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Executive Director.

31.03 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 between the designated staff representative of the Union and the Executive Director.

31.04 Agreement to Continue in Force

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

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

31.05 Effective Date of Agreement

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

ARTICLE 32 – RESPONSIBILITY PAY

An employee designated in charge of the worksite, in the absence of the Director of Care or Executive Director, shall be paid an allowance of one dollar (\$1.00) per hour.

Effective on date of union ratification (February 4, 2020) of the current collective agreement, the responsibility pay shall increase to one dollar and twenty-five cents (\$1.25) per hour.

ARTICLE 33 – GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

Voluntary RRSP

Effective April 1, 2021, the Employer to introduce a voluntary, matching RRSP program for regular employees of up to 1% for all hours worked. Employees are eligible after completing probation.

- Starting on April 1, 2021, the Employer shall establish an optional Employer-matching Group RRSP Plan available to all regular employees. An information package including application form shall be provided to each employee on hire. Enrollment is voluntary.

- Upon completing probation, an employee may participate and enroll in the Plan in accordance with plan rules. Their contributions shall be matched by the Employer to a maximum of one percent (1%) of their income. The Plan carrier will determine the remittance procedure of the contributions to the plan. Employer's matching contribution shall be made in the same time period as employee's contribution.
- The Employer shall provide the employee with plan information on request. The Plan carrier shall make available, to all employees, education prior to their enrollment in the Plan. The Plan carrier shall also provide retirement planning or ongoing education to the employees upon request. These sessions shall be at no cost to the employee.
- Employees are offered a choice in the types of investment, based on the choices available under the Plan. Employer contributions made to the Plan will be vested in the employee on the date the employee starts the Plan.
- Employees will be provided with semi-annual statements of the balance of their RRSP accounts and activities related thereto and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions within a two-week period or shall be provided access to the plan carrier – cost to be borne by Employer.
- Employees may withdraw from their account in exceptional circumstances.
- Upon termination, an employee has the option to transfer their RRSP account balance to a personal RRSP with the carrier, transfer to an RRSP with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- All costs of administration at the Plan level will be borne by the Employer. All extra individual administrative costs will be borne by the employee. There will be no charge to employees on contributions, death, termination, or retirement benefits.
- Where any of the terms of this Article are in conflict with Provincial or Federal Legislation, or with Revenue Canada or other applicable regulations, the requirement of the Legislation and/or Regulations will apply.

APPENDIX 1

Wage Schedule

		% increase	2.00%	Special Adjustments	2.00%	2.00%
Position	Hours	Current as of April 1, 2018	April 1, 2019	Effective on Date of Union Ratification (Feb 4, 2020)	April 1, 2020	April 1, 2021
Resident Care Attendant/ Personal Services Attendant/Recreation Aides /Rehab Aide	<i>Start</i>	\$19.38	\$19.77	\$20.47	\$20.88	\$21.30
	1950 Hrs	\$19.97	\$20.37	\$21.07	\$21.49	\$21.92
	ABI	\$20.08	\$20.48	\$21.18	\$21.60	\$22.03
LPN	<i>Start</i>	\$26.81	\$27.35	\$27.50	\$28.05	\$28.61
	1950 Hrs	\$27.59	\$28.14	\$28.29	\$28.86	\$29.44
Housekeeping/Laundry/ Dietary Aide	<i>Start</i>	\$15.68	\$15.99	\$16.24	\$16.56	\$16.89
	1950 Hrs	\$16.15	\$16.47	\$16.72	\$17.05	\$17.39
Cook	<i>Start</i>	\$20.52	\$20.93		\$21.35	\$21.78
	1950 Hrs	\$21.14	\$21.56		\$21.99	\$22.43
Maintenance Assistant	<i>Start</i>	\$17.38	\$17.73	\$17.98	\$18.34	\$18.71
	1950 Hrs	\$17.91	\$18.27	\$18.52	\$18.89	\$19.27
RN		\$37.21	\$37.95	\$38.10	\$38.86	\$39.64
Recreation Therapist		\$25.89	\$26.41		\$26.94	\$27.48
Rehabilitation Assistant		\$24.00	\$24.48		\$24.97	\$25.47

Retro pay includes the annual increases (e.g. 2% April 1, 2019). The following special adjustments comes into effect upon date of union ratification (February 4, 2020):

- Resident Care Attendant/Personal Services Attendant/Recreation Aides/Rehab Aide: \$0.70 per hour
- LPN: \$0.15 per hour
- Housekeeping/Laundry/Dietary Aide: \$0.25 per hour
- Maintenance Assistant: \$0.25 per hour
- RN: \$0.15 per hour

APPENDIX 2

Procedure For Filling Shifts

All regular and casual employees shall be called in order of seniority in accordance with their submitted availability provided the assignment will not result in overtime or conflict with their existing scheduling, in the following order:

- Regular staff not incurring overtime
- Casual staff not incurring overtime

A list detailing seniority will be maintained in the call-in book.

The Employer will call out the vacant shifts as a block first and if no employee is available to accept the whole block the call out will be repeated and employees can select any of the shifts in the block.

Block is defined as the number of shifts that are vacant due to a regular employee being absent from the workplace. This could be one (1) shift up to two (2) calendar months of absence.

If the vacant shift remains unfilled after exhausting the above, it is then called out as overtime, repeating the above process (as a block first, then as shifts), and in the following order:

- Regular staff based on seniority in descending order (highest to lowest), that will incur least amount of overtime.
- Casual staff based on seniority in descending order (highest to lowest), that will incur least amount of overtime.

Employees will submit their availability by the fifteenth (15th) of the month for the following month for casual and block shifts.

Casual employees who do not submit their availability for any two (2) consecutive months will be notified in writing by the Employer that if availability is not submitted within fifteen (15) calendar days from the date that the letter is delivered (with delivery confirmation) and there is no bona fide reason for the laps, they will be terminated from employment.

An employee shall be entitled to register for work in any job classification which he/she has the qualifications to perform.

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.

Employees shall provide the Employer with up to two (2) contact numbers in order to be called for shifts. The call-in book shall record the following:

- employee called;
- name of person making the call;
- shift left vacant;
- date and time of call;
- date and time of shift vacated; and
- response to call (e.g. shift declined, no answer, shift accepted).

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

Straight-time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason, i.e. circumstances beyond the employee's or Employer's control.

Casual employees who have not worked a minimum of two (2) offered shifts in a three (3) consecutive month period, may be deleted from the call-in list and terminated from employment, unless the Employee notifies the Employer of exceptional circumstances preventing the employee from working (e.g. illness).

Casual employees who report for work at the call of the Employer shall be paid in accordance with Article 15.03 – Hours of Work (Scheduling Provisions).

LETTER OF UNDERSTANDING

Professional Responsibility Committee

The parties agree there shall be a committee established within sixty (60) days of the ratification of this collective agreement to discuss issues related to practice conditions, safety of residents and staff, workload or other working conditions.

The committee shall be comprised of two (2) representatives from support services, two (2) Care Aides, two (2) LPNs and two (2) RNs. A chairperson for the committee shall be determined by the committee.

The committee shall meet quarterly and shall discuss matters provided by the staff and make written recommendations to the Director of Care and Executive Director.

The COC and Executive Director shall provide a written response to the concerns in writing within fourteen (14) days of receipt of the recommendations to the chairperson of the committee.

If any recommendation, either in whole or in part, is not approved, it shall be referred back to the committee for further discussion after which the matter may be presented again to the DOC and Executive Director for further consideration.

If the matter is not resolved to the satisfaction of the committee, the committee may make a written submission to Pacific Seniors Management Inc., or equivalent. It is agreed that all parties shall receive copies of any submission or documentation that may be provided to the Owner.

The Owner shall review the submission and respond in writing to the committee within fourteen (14) days of receiving the submission. Copies of the response shall be provided to all parties.

LETTER OF UNDERSTANDING

Additional Leaves of Absence

In accordance with *B.C. Employment Standards Act*, regarding Compassionate Care Leave, Leave Respecting Disappearance of Child and Leave Respecting Death of Child, the parties agree to the following:

- The employee shall have the option to be paid out for part or all of their accumulated vacation credits, sick leave credits (supported with doctor's note), or any other banked credits towards the leave.
- The employees' seniority shall continue to accrue during the leave.
- The service of any employee who is on such leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee.
- An employee returning to work after the leave of absence without pay shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of their absence. Leave of absence shall not affect annual increments.

SIGNATURES OF THE PARTIES

SIGNED ON BEHALF OF THE EMPLOYER:

PRINT NAME

SIGNATURE

Allison Kesler

DATE

SIGNED ON BEHALF OF THE UNION:

PRINT NAME

SIGNATURE

William Hwang

Danielle Giddens

Mandy Kohinsky

Kathryn Larden

All signatures completed by July 7, 2020
DATE

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