

**COLLECTIVE AGREEMENT**

**between the**

**ELIM CHRISTIAN CARE SOCIETY**

**and the**

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

**Effective from April 1, 2019 to March 31, 2021**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

### 1.1 Purpose of Agreement

The purpose of this agreement is to:

- (a) establish and maintain a positive, professional working relationship between the Employer, employees and the Union which is conducive to their mutual well-being; and
- (b) establish and maintain orderly collective bargaining procedures between the Employer and the Union.

### 1.2 Future Legislation

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

- (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.

### 1.3 Conflict with Employer Policies

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

### 1.4 Use of Singular Terms

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

The Employer shall ensure that their policies are in compliance with their legislative and contractual obligations. It is the responsibility of the Employer to provide these policies and explanation thereof to all employees.

## ARTICLE 2 - DEFINITIONS

### 2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board, except those excluded by mutual agreement of the parties, as listed in Memorandum of Agreement #1 - Excluded Positions or, by the *Labour Relations Code*.

During the life of this agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement it shall be dealt with pursuant to the relevant sections of the *Labour Relations Code*.

### 2.2 Employer Defined

"Employer" means Elim Christian Care Society or ECCS.

### 2.3 Union Defined

"Union" means the B.C. Government and Service Employees' Union (BCGEU).

### 2.4 Definition of Employee

"Employee" means an individual who is employed by Elim Christian Care Society and is included in the bargaining unit.

### 2.5 Regular Employees

(a) A regular full-time (FT) employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work minimum seven and one-half hours per day, and an average of 37½ hours per week exclusive of unpaid meal periods.

(b) A regular part-time (PT) employee is one who is appointed to a regularly scheduled position but works less than an average of 37½ hours per week exclusive of unpaid meal periods which results in less than 1950 regularly scheduled hours annually.

(c) A regular float pool (FP) employee is one who is appointed to a regular float position and is scheduled as needed to relieve FT and PT employees in accordance with Memorandum of Agreement #5 - Float Pool Employees.

### 2.6 Basic Pay

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

### 2.7 Year

"One year" equals a maximum of 1950 hours worked.

### 2.8 Spouse

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

### 2.9 Immediate Family

"Immediate family" means the spouse, parent, child, legal guardian, brother, sister, grandchild, grandparent, mother-in-law, father-in-law of an employee, and any person who lives with an employee as a member of the employee's family.

## ARTICLE 3 - RECOGNITION OF THE UNION

### 3.1 Bargaining Agent or Recognition

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

### 3.2 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or their designate.

(b) The Union agrees that correspondence between the Union and the Employer related to matters covered in this agreement shall be sent to the Executive Director.

### 3.3 No Other Agreement

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

### 3.4 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select six stewards and four alternates to represent employees. Every effort will be made to ensure that a minimum of one member who works in the Residential Care and one member who works in the Community Life will be selected. To this end, calls for nominations will specify that a minimum of one position will be designated within each building. Should there be no nominees from either the Community Life or the Residential Care the position may be filled with another member of the bargaining unit. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or their alternate shall obtain the permission of the Director of Residential Care or Director of Community Life or designate before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their Director of Residential Care or Director of Community Life or designate.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) attending meetings as requested by management.

### 3.5 Bulletin Boards

The Employer shall provide one bulletin board in each Harrison building and one bulletin board in the Emerald Building for the exclusive use of the Union, the sites to be determined by mutual agreement at the local level. The use of such bulletin boards shall be restricted to the business affairs of the Union.

### 3.6 Pins, Badges and Insignia

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

### 3.7 Right to Refuse to Cross Picket Lines

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

### 3.8 Leave for Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with seven days

written notice for the purposes listed below. Such leave shall not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area; or
  - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer;
  - (4) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer.
- (b) Long-term leave of absence without pay and without loss of seniority will be granted:
- (1) for employees elected to a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year.

Long-term leave of absences granted under this section shall be renewed upon request.

(c) To facilitate the administration of (a) and (b) above 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 and shift differentials, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence.

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

### **3.9 Membership Information**

The Employer agrees to provide to the President of the Union or their designate once a year, within the first week of January, a list of all union members, their current mailing address, job classifications, seniority, and employee status known to the Employer.

## **ARTICLE 4 - UNION SECURITY**

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

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

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the regular wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The

employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments, fees, or other amounts levied in accordance with the Union Constitution and/or Bylaws.

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

(b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of those employees from whose wages such deductions have been made that includes the employee's first and last names, mailing address, amount of dues paid, gross wages for the period, and job title. The information will be provided electronically in the file format ".xls", "xlsx" or ".csv".

The Employer will submit union dues remittance by Direct Deposit. The Direct Deposit will be confirmed via email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca). The email will include:

- (1) The direct deposit date
- (2) The dollar amount
- (3) Employer name
- (4) Pay period type (e.g: monthly, semi-monthly, biweekly, etc.)
- (5) Pay period number
- (6) Pay period end date
- (7) Pay period pay date

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

The Union will give reasonable notice to the Employer of any change in union dues, general assessments, fees, or other amounts levied in accordance with the Union Constitution and/or Bylaws which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

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

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

(f) A report of employees who cease employment will be provided to the Union on quarterly basis.

#### **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and

Dues Check-off. A new employee shall be advised of the name and location of their steward.

(b) The employer will notify the Bargaining Committee Chairperson of new employees and of their primary work location monthly, at the beginning of the month. The Employer agrees that a shop steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment.

(c) If the employer holds a group orientation session, they will advise the stewards of the date, time and location of the orientation session a minimum of two weeks in advance so that the stewards can ensure that a steward is able to attend.

## **ARTICLE 7 - EMPLOYER'S RIGHTS**

### **7.1 Rights Reserved**

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

### **7.2 Employer Rules**

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

## **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

### **8.1 Representation**

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

### **8.2 Union Bargaining Committee**

A union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit. Every effort will be made to ensure that a minimum of one member who works in Residential Care and one member who works in Community Life will be selected. To this end, calls for nominations will specify that a minimum of one position will be designated within each building. Should there be no nominees from either Community Life or Residential Care the position may be filled with another member of the bargaining unit.

Leave of absence to attend bargaining committee meetings and negotiation sessions shall be administered in accordance with Clause 3.8 - Leave for Union Business.

### **8.3 Union Representatives**

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

(b) The union representative shall provide reasonable notice to the Executive Director or their 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.

#### 8.4 Technical Information

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

### ARTICLE 9 - GRIEVANCES

#### 9.1 Grievance Recognition

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.

#### 9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute through open discussion between the employee and their immediate supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the shop 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 the Director of Residential Care or Director of Community Life or their designate in accordance with Step 1 of the grievance procedure.

#### 9.3 Step 2

- (a) An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so no later than:
  - (1) 21 days after the date on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
  - (2) 21 days after the date on which they first became aware of the action or circumstances giving rise to the grievance.
- (b) Subject to (a) above, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting the grievance to the Director of Residential Care, Director of Community Life or designate through the shop steward.

The Director of Residential Care, Director of Community Life or designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

**9.4 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 14 days of receiving the grievance at Step 2.

**9.5 Step 3**

The President of the Union or their designate may advance a grievance at Step 3 within:

- (a) 14 days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 14 days after the Employer's reply was due.

**9.6 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3.

**9.7 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 10 - Arbitration, the President or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

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

**9.8 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by Priority Post, 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.

**9.9 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Executive Director or their designate presenting the grievance to the President of the Union or the union area staff representative.

Failing satisfactory settlement at Step 3 the Employer may inform the President or their designate of their intention to submit the dispute to arbitration within:

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

**9.10 Time Limits**

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

### **9.11 Deviation from Grievance Procedure**

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

### **9.12 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 or designate or the President of the Union within 14 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration.

### **9.13 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 14 days of the employee receiving notice of dismissal or suspension.

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 9 - Grievances, notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **10.2 Arbitrator**

- (a) The party requesting that a grievance be submitted to arbitration shall, within seven days of advising the other party of its' intent to submit the matter to arbitration, indicate its' choice of arbitrator.
- (b) The parties will refer the matter to a mutually agreed single arbitrator.
- (c) If the parties cannot mutually agree to a single arbitrator within two weeks one will be assigned in accordance with Section 86 of the *Labour Relations Code*.

### **10.3 Decision of the Arbitrator**

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

### **10.4 Disagreement on Decision**

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

**10.5 Expenses of Arbitration**

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

**10.6 Amending Time Limits**

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

**10.7 Expedited Arbitration**

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties;
- (c) as the process is intended to be informal, the parties agree that legal counsel will not be present;
- (d) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (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 mutually agreed to by the parties.

**ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE****11.1 Burden of Proof**

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

**11.2 Notice of Dismissal or Suspension**

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

**11.3 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance 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 their file, they shall be entitled to recourse through the grievance procedure, and the

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

#### **11.4 Performance Appraisals**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within 48 hours of receipt of the appraisal. The form shall provide for the employee's signature in three places, one indicating that the appraisal meeting has taken place and the contents have been reviewed with the employee, which shall be signed at the time of the meeting; the second indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal. If the employee indicates that they disagree with the appraisal, they shall submit a written explanation of the disagreement at the time of signing. The explanation shall be appended to 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 does not submit a grievance on the content of the appraisal within 21 days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

#### **11.5 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file, under the supervision of the Human Resources Manager or designate, in the office in which the file is normally kept. Access to the file shall be no later than seven days after notice is received.

#### **11.6 Right to Have Steward Present**

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

Where a supervisor intends to interview a shop steward for disciplinary action, 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 action 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.

#### **11.7 Employment Abandoned**

Any employee who fails to report for work and does not notify their Director of Residential Care or Director of Community Life or designate supervisor within two workdays, and who cannot give an acceptable reason for their absence, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

## ARTICLE 12 - SENIORITY

### 12.1 Seniority Defined

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

- (a) Straight-time paid hours shall include time spent on:
  - (1) Statutory holidays;
  - (2) Paid vacation;
  - (3) Leave during which time an employee is in receipt of wage loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
  - (4) paid sick leave;
  - (5) union leave;
  - (6) pregnancy, parental and adoption leave;
  - (7) other approved paid leaves of absence.

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

### 12.2 Seniority Lists

Seniority lists for all employees shall be posted within the first week of the months of January and July. The seniority lists shall include the name, job category, employment status and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate. Such lists shall be open to correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

### 12.3 Loss of Seniority

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

- (a) they are discharged and not reinstated through the grievance and/or arbitration process;
- (b) they voluntarily terminate their employment;
- (c) they are on layoff for more than 12 months;
- (d) they abandon their position in accordance with Clause 11.7 - Employment Abandoned;
- (e) they are on layoff and fails to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer.

#### 12.4 Same Service Seniority Date

Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by the flip of a coin.

### ARTICLE 13 - VACANCY POSTINGS

#### 13.1 Postings

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

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

(b) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received by the closing date and time specified on the posting in order to be considered by the Employer. Postings shall be open to all employees.

The posting shall contain the following information: title of the job, qualifications, nature of the position, building, unit and/or shift, present hours of work, and wage rate or range. All postings for positions within the bargaining unit shall also state, "*this position is subject to union membership*".

(c) Vacancies of three months or less shall be filled in accordance with Appendix B - Procedure For Filling Shifts.

(d) A copy of the job posting will be sent to the President of the Union or their designate.

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

(f) An employee granted a temporary position or transfer shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary position or transfer terminates.

#### 13.2 Temporary Vacancies

(a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, shall be posted as per Clause 13.1 - Postings.

(b) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.

(c) Regular employees shall be permitted to post into a maximum of two temporary positions in one calendar year.

(d) Employees that are interested in applying for temporary positions who are currently completing assignments for eight months or less must complete their assignment before moving into a new temporary position unless the new temporary position provides a promotion or an increase in hours.

(e) Employees who post into a temporary position will be covered by Clause 13.5 - Qualifying Period.

(f) When an employee is away on an unpaid medical leave that exceeds 18 months, the Employer will post the position as a regular position. If the absent employee is subsequently cleared by the doctor to return to work, they will be given their bumping rights as set out in Clause 14.2 - Layoff Procedures.

If there are no bumping options available to the employee, they will be placed on the casual list with their pre-leave seniority. If the employee's pre-leave wage rate is above the top rate for casuals, they will be red-circled until the casual rate meets or exceeds their rate of pay, or until they post into a regular position, at which time they will be placed at the appropriate step on the wage grid.

### **13.3 Selection Criteria**

The successful applicant will be determined on relevant qualifications, skills, experience and demonstrated actions consistent with the ECCS approach to care. Where two or more applicants are relatively equal, the one with the greater seniority will be selected.

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

Internal applicants will be given priority over external applicants.

### **13.4 Probationary Period**

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

(b) The parties may extend the probationary period of a new employee by mutual agreement. In such cases, the Employer will provide reasons for the extension to the President of the Union or their designate.

### **13.5 Qualifying Period**

(a) When a regular employee commences a position

- (1) in a new classification, they shall serve a qualifying period for up to 150 hours; and
- (2) a new regular position in the same classification in a different shift (e.g. days, afternoons, nights), for a period up to 37.5 hours.

(b) In the event the employee is declared unsatisfactory in the position, or if the employee wishes to return to their former position within the 150 or 37.5 hours, they shall be returned to their former position and wage and salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority.

### **13.6 Right to Grieve**

Where an employee feels they have 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**

### **14.1 Definition of Layoff**

(a) A layoff occurs when the Employer eliminates a position.

- (b) Layoff does not apply when an employee terminates employment, retires from employment or is terminated for just cause.

#### **14.2 Layoff Procedures**

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 within the affected building;
- (b) A laid off or bumped employee may bump a less senior employee in the same building, provided the employee is qualified and able to do the job of the less senior employee.

Bumping rights must be exercised within seven calendar days of notification of layoff by providing written notice to the Director of Residential Care or Director of Community Life or designate.

- (c) If the employee has no bumping rights or opts not to bump, they shall have the right to be placed on the recall and casual lists.
- (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.

#### **14.3 Layoff Notice**

- (a) In the event of a permanent layoff, notice and/or payment in lieu of notice will be given to an employee as follows:
  - (1) three consecutive months to less than 12 consecutive months of employment-one week notice and/or payment in lieu of notice;
  - (2) 12 consecutive months to three consecutive years of employment-two weeks' notice and/or payment in lieu of notice; and
  - (3) one additional week of notice and/or payment in lieu of notice and for each subsequent completed year of employment up to a maximum of eight weeks' notice or payment in lieu thereof.
- (b) A combination of written notice and payment in lieu of notice may also be given to an employee.

### **ARTICLE 15 - SCHEDULING AND HOURS OF WORK**

#### **15.1 Continuous Operation**

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

#### **15.2 Scheduling Provisions**

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be scheduled to work in excess of five consecutive shifts without receiving two consecutive days off, otherwise overtime shall be paid. Part-time employees may register for casual hours under Appendix B - Procedure for Filling Shifts for up to six days in a week. Employees must have a minimum of one full calendar day off after working 6 days in a row.

If the part-time employee works more than eight hours in the day or 40 hours in the week overtime rates will apply.

(c) There shall be no regularly scheduled split shifts except by mutual agreement between the Employer, employee and the Union.

(d) An employee reporting for work at the call of the Employer shall be paid a minimum of two hours' pay at their regular rate of pay if they do not commence work, and a minimum of four hours' pay at their regular rate if they commence work.

(e) If an employee does not arrive on time for their scheduled shift, and the Employer has called in a replacement worker who has arrived at the worksite the Employer may send the scheduled employee home without pay for a maximum of four hours.

(f) (1) Employees may exchange shifts with the approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the Director of Residential Care or Director of Community Life or their designate may approve shift exchanges with less than 48 hours' notice. Shift exchanges may only happen between two employees for a single shift. Approval for exchange of shifts shall not be unreasonably withheld.

(2) It is understood that shift exchanges are not intended to be ongoing in nature; rather they are intended to be occasional, one-off occurrences.

(3) Request to exchange a single shift which would result in one or both of the employees having to work a double shift on one day will be considered on a case-by-case basis.

In exceptional circumstances, the employer may approve shift exchanges that would result in employee(s) having to work a double shift and will take into consideration the frequency of such requests, the reason for the requested shift exchange and the hours worked by the affected employees over the preceding two weeks.

(4) No employee participating in a shift exchange will be entitled to overtime or other extra compensation, other than shift differential, to which they would not have been entitled in the absence of the shift exchange.

(g) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight-hour period.

(h) Regular PT employees working less than full-time hours may register for additional hours in accordance with Appendix B -Procedure for Filling Shifts.

### 15.3 Shift Differential

(a) Employees working an evening shift shall be paid a shift differential of 75¢ per hour for the entire shift worked. Employees working a night shift shall be paid a shift differential of \$1.25 per hour for the entire shift worked.

(b) In this clause, "*evening shift*" means any full shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours); "*night shift*" means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

(c) Employees hired prior to (August 3, 2011) who are receiving shift differentials of \$1 per hour for evening shifts and \$1.50 per hour for night shifts shall continue to receive the higher rate.

#### 15.4 On Call Differential

- (a) Employees may be required to be on call over the weekend and during the week.
- (b) The weekend on call period shall be from 4:00 p.m. on Friday until 9:00 a.m. on Monday. Employees shall be compensated at two hours at straight-time rates for the on call period.
- (c) The Weekday on call period shall be from 4:00 p.m. until 4:00 p.m. the following day. Employees shall be compensated at one hour straight-time rates when designated to be on call for this period, or portion thereof.
- (d) When a statutory holiday falls on a Monday, employees who are required to be on call shall be compensated at three hours at straight-time rates for the on call period; and shall be on call from 5:00 p.m. on Friday until 9:00 a.m. on Tuesday.
- (e) Employees who are required to be on call for the weekend that includes Good Friday and Easter Monday shall be compensated at four hours at straight-time rates for the on call period, and shall be on call from 5:00 p.m. Thursday until 9:00 a.m. on Tuesday.
- (f) Employees on call who answer a phone call or a text message, shall receive an additional one hour of pay at straight-time rates for each issue related to the call or text. No additional pay beyond one hour will be provided unless the call or text is unrelated to the initial communication.
- (g) Employees who are on call and are required to return to the worksite shall receive an additional four hours of pay at straight-time.
- (h) By mutual agreement between the employer and the employee, employees who are required to be on call, may choose to take payment for on call/call-in hours as equivalent time off in lieu. Time off in lieu will only be taken in full day increments.

The employee shall request in advance if they wish the payment in time off or paid out. On call/call-in hours will be paid out unless time off is requested. If time off in lieu is requested, it must be taken within the following two pay periods, or it will be paid out.

#### 15.5 Rest and Meal Periods

- (a) There shall be a 15-minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15-minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five and one-half hours or more and may be taken away from the work area. If the employee wishes to leave the property, the direct supervisor must be notified and all ECCS property (keys, phones etc.) is to remain on site.
- (c) An employee who has been designated by the Employer to be available for work during their meal period will receive pay for the meal period at straight-time rates.

#### 15.6 Staff Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

## ARTICLE 16 - OVERTIME

### 16.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee in excess of:
  - (1) Eight hours worked in a day; or
  - (2) 40 hours in a week. (Sunday to Saturday)
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Director of Residential Care or Director of Community Life or their designate.
- (b) When the employer or their designate offers overtime to an employee, no further approval will be required and the employee will be paid for the overtime in the pay period in which it was worked.

### 16.3 Right to Refuse Overtime

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

### 16.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first four hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) double-time for all hours worked on a day of rest, but employees shall not have the day off rescheduled;
- (d) (c) above, does not apply when a PT employee chooses to be added to the casual call-in list and accepts casual hours.

If a PT employee works in excess of eight hours in a day or 40 hours in a week, the overtime provisions in (a) and (b), above, will apply.

- (e) Overtime shall be compensated in cash.

### 16.5 Rest Interval

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

### 16.6 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts in accordance with Clause 15.2(f) - Scheduling Provisions.

### 16.7 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following their scheduled hours of work shall be provided with a meal at the Employer's expense. If no meal is available on site, the employee shall be reimbursed up to \$10, with a receipt.

### 16.8 Assignment of Overtime

- (a) Overtime will be offered in order of seniority, first to employees in the classification, who are already working a shift that abuts the overtime hours to be assigned. If no employee accepts the offered overtime then it will be offered in order of seniority to other employees in the same classification.
- (b) The Employer or designate who offers the overtime will be responsible to put the notification into the electronic scheduling management system.
- (c) The overtime call-in log will be the electronic scheduling management system. The person making the calls to offer overtime will be required to record the details of each call including the date and time of the call and the result. (*i.e. no answer, accepted, or declined*). If there is no answer a message will be left advising of the purpose of the call, and the person making the call will proceed to the next employee on the list. In the event of a dispute, the Employer shall provide the Union with a print out of the overtime call-in log covering the relevant dates and hours.
- (d) Employees will inform the employer in writing if they wish to be called for overtime. Such notice will remain in effect until the employee advises the employer in writing that they no longer want to be called for overtime. If the employee does not notify the Employer they want to work overtime, they will not be called for available overtime.

## ARTICLE 17 - STATUTORY HOLIDAYS

### 17.1 Statutory Holidays

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

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

### 17.2 Scheduling of Statutory Holidays

#### (a) *Emerald*

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

#### (b) *Residential Care*

- (1) FT and PT LPNs, RNs, and Residential Care Aides will be paid 4.2% of gross earnings in lieu

of statutory holidays on each paycheque.

(2) FT and PT Wellness Assistants and Receptionist/Scheduler/Administration will receive scheduled statutory holidays in the same manner as (a), above.

**17.3 Holiday Falling on a Scheduled Workday**

In addition to Clause 17.2 - Scheduling of Statutory Holidays, an employee who works on any of the above noted holidays, except Christmas Day shall be compensated at the rate of time and one-half for all hours worked. Employees who are required to work on Christmas Day shall be paid at double-time for all hours worked.

**17.4 Holiday Coinciding With a Day of Vacation**

Where a FT or PT employee is on vacation with pay, and the statutory holiday assigned within the employee's schedule in accordance with Clause 17.2 - Scheduling of Statutory Holidays falls within that period, the assigned statutory holiday shall not count as a day of vacation.

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

The Employer agrees to make every reasonable effort to ensure that FT and PT employees required to work shifts on Christmas Day or the following New Year's Day, shall have at least one of these days off, subject to operational requirements, holiday shifts worked the previous year and seniority. Employees shall indicate their preference in writing on or before November 1<sup>st</sup> of each year.

**17.6 Statutory Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay.

**17.7 Overtime on a Statutory Holiday**

In the event an employee works overtime on a statutory holiday, the employee will be entitled to time and one-half for the first 12 hours worked and double time for all hours worked in excess of 12 hours.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Entitlement**

(a) The vacation year will be January to December. An employee's first vacation year shall be the calendar year in which their first anniversary falls.

(b) Vacation will be taken on an earn one year and take the next year basis.

(c) New regular employees who have not completed a full year of employment prior to the commencement of the vacation year will receive vacation on a pro rata basis.

(d) Employees with one or more years of continuous service shall have earned the following vacation with pay:

1 <sup>st</sup> to 4 <sup>th</sup> years	15 days
5 <sup>th</sup> to 10 <sup>th</sup> years	20 days
11 <sup>th</sup> year and over	one additional day per year to a maximum of 25 days

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

(f) An employee shall not receive pay in lieu of vacation time, except upon retirement or termination.

- (g) Vacation pay is paid at the employee's current rate of pay.

#### **18.2 Vacation Earnings for Partial Year**

Where employment is terminated, FT and PT employees shall be granted earned and unused vacation pay owing at time of resignation.

#### **18.3 Vacation Carryover**

A FT or PT employee may carry over up to five days' vacation leave per year which must be taken the following calendar year. Employees planning to carry over vacation leave shall notify their manager, in writing, no later than October 1<sup>st</sup> of each vacation year.

All vacation time not scheduled or designated for carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.4 Callback**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.
- (d) If an employee is recalled from vacation, they will be paid double time for all hours worked on the cancelled vacation days(s), and will have the vacation day(s) reinstated to the employee's vacation bank to be taken at a later date.

#### **18.5 Work in Higher Rated Position**

If an employee works in a higher paid position for a portion of the year, the employee's vacation pay shall accrue based on the rate of pay for all hours worked in each position.

#### **18.6 Vacation Scheduling**

- (a) Scheduling of vacations shall be by classification within Residential Care and Community Life in accordance with seniority. 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.
- (b) If an employee's entire vacation request cannot be approved due to senior employees' vacation requests being approved, the employee's second choice will be considered their first choice. The Employer will not split an employee's vacation request by denying one or more days within the requested vacation period.

### 18.7 Priority for Vacation

Vacation requests will be given priority over requests for unpaid leave of absence. It is also understood that there is no obligation for the Employer to approve unpaid leave of absence to be combined with an employee's vacation.

### 18.8 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before:
  - (1) November 1<sup>st</sup> for the period January 1<sup>st</sup> through May 31<sup>st</sup> and
  - (2) April 1<sup>st</sup> for the period June 1<sup>st</sup> through December 31<sup>st</sup>

The Employer shall respond to employee vacation requests in writing within 14 days of the dates outlined above.

- (b) An employee who does not exercise their seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency and/or with the mutual agreement of the Employer and employee.

### 18.9 Vacation Pay

An employee's wages will continue to be deposited in the normal manner via direct deposit during their vacation.

### 18.10 Vacation Credits upon Death

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

### 18.11 Reinstatement of Vacation Days - Sick Leave

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

## ARTICLE 19 - SICK LEAVE

### 19.1 Sick Leave Entitlement

- (a) Regular FT and PT employees who have completed the probationary period shall accrue sick leave at the rate of one day per month (12 per year). Sick leave is cumulative to a maximum of 350 hours.
- (b) A FT or PT 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. Sick leave will be paid up to the value of the employee's sick pool.
- (c) The Employer may require a doctor's note on the third day of illness.
- (d) The Employer may request additional documentation when:

- (1) An employee's sick leave utilization is excessive; or
  - (2) There is an identifiable pattern of absences; or
  - (3) The employer has a valid reason to suspect that the employee's absence may be fraudulent.
- (e) Sick leave pay will be paid in the pay period the leave was taken if the employee has an approved leave.

#### **19.2 Employee to Inform**

- (a) The employee shall make every reasonable effort to advise the supervisor or designated person in charge a minimum of two hours prior to an 0700 scheduled shift and a minimum of three hours prior to all other scheduled shifts of their inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of their return to work.
- (b) 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.
- (c) Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.
- (d) The Director of Residential Care or Director of Community Life or designate may require a Certificate of Fitness (Appendix D) prior to the employee resuming work. In such cases, the Director of Residential Care or Director of Community Life or designate shall inform the employee prior to their expected date of return to provide enough time for the employee to obtain the required certificate.

#### **19.3 Probationary Period**

During the probationary period, an employee does not accrue sick leave.

#### **19.4 Third Party Coverage**

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

#### **19.5 Sick Leave Credits**

The Employer shall advise employees of their accumulated sick leave credits on each pay stub.

## ARTICLE 20 - WORKERS COMPENSATION

### 20.1 Sick Leave/Workers Compensation

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

### 20.2 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.

### 20.3 Benefits While on Compensation

FT and PT employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on Unpaid Leave of Absence, except that seniority and benefits shall be applied as follows:

- (a) Seniority hours pursuant to Clause 12.1 - Seniority Defined shall continue to accrue.
- (b) Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Clause 21.4(c) - Unpaid Leave.

### 20.4 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 Certificate of Fitness (Appendix D) certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

Employees who have been absent from work for more than five consecutive days due to illness or injury must provide advance notice to the Employer of their intended date of return. It is understood that a longer notice period of 14 consecutive days will be required where the employee has been absent from work for a period in excess of 30 consecutive days.

In the event an employee requests a gradual return to work they will be expected to provide the employer with a doctor's note outlining any restrictions or limitations they have, the expected duration of such restrictions or limitations and the anticipated length of the required gradual return to work. Employees who intend to return to work without restrictions or limitations, and have been absent from work for more than 30 days as a result of an illness or injury, will be required to provide a doctor's note confirming their ability to return to the full hours and duties of their position.

## ARTICLE 21 - SPECIAL AND OTHER LEAVES

### 21.1 Bereavement Leave

- (a) Bereavement leave of absence with pay for up to three consecutive workdays will be granted by the Employer upon request by a regular FT or PT employee in the event of the death of an immediate family member.
- (b) Upon approval from the Director of Residential Care or Director of Community Life or designate, up to two additional days without pay will be granted to FT or PT employees for travelling time.

(c) Such bereavement leave shall be granted to FT or PT 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.

(d) Immediate family is defined as an employee's parent (including foster parent), spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, legal ward, and any other person permanently residing in the employee's household or with whom the employee permanently resides. It is understood that "step" relationships are covered by the simple terms above. e.g. parent includes stepparent, etc.

(e) Upon request, casual employees will be entitled to bereavement leave of absence in accordance with (a), (b), (c) and (d) above. Such bereavement leave will be unpaid.

## 21.2 Compassionate Care Leave

(a) An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to 27 weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

(b) A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(1) The eligible employee's BC medical, dental plan, extended health plan and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of 27 weeks, provided the employee continues to pay their share of the premiums.

(2) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.

(3) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

(c) For the purposes of this clause, family member as defined by the Employment Standards Branch of British Columbia and includes:

(1) *in relation to an employee:*

(i) the employee's spouse, child, parent, sibling, grandchild or grandparent;

(ii) any person who lives with the employee as a member of the employee's family;

(iii) the employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;

(iv) the spouse of the employee's sibling or stepsibling, child or stepchild, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

(2) *in relation to an employee's spouse:*

(i) the spouse's child, parent or stepparent, sibling or stepsibling;

(ii) the spouse's grandparent, grandchild, aunt or uncle, niece or nephew;

(iii) the spouse's current or former foster parent, or current or former ward; and

- (3) anyone else who the employee considers to be like a close relative, regardless of blood, adoption, marriage or common law partnership.

### **21.3 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.

### **21.4 Unpaid Leave**

(a) A FT or PT employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate Director of Residential Care or Director of Community Life or designate. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.

(b) The 14 days' notice in (a) above may be waived by mutual agreement between the Employer and the employee.

(c) A FT or PT employee who has been granted leave of absence and who wishes to extend their absence must obtain permission from the Director of Residential Care or Director of Community Life or designate.

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

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

(f) Upon return from an approved unpaid leave of absence, the employee will be placed in their former position, or if the former position no longer exists, in an equivalent position.

(g) Notwithstanding (f) above, upon mutual agreement between the employee and Employer an employee may return to an equivalent position. Such agreement shall be in writing and reached prior to the commencement of the leave.

### **21.5 Education Leave**

(a) An employee shall be granted leave without loss of pay to take courses at the written request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) When an employee goes on approved education leave, upon completion of the leave they will return to their former position, or if the former position no longer exists, to an equivalent position.

(c) Educational courses required to maintain professional certification and competencies shall not be paid for by the Employer.

**21.6 Jury Duty and Leave for Court Appearances**

- (a) 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 unpaid leave of absence equal to the length of the court duty.
- (b) A regular employee who is granted leave of absence under Clause 21.6(a) - Jury Duty and Leave for Court Appearances shall be entitled to the benefits as follows:
- (1) The eligible employee's BC medical, dental plan, extended health plan and group life insurance benefits coverage will continue for the duration of the leave for jury duty or court appearance, provided the employee continues to pay his or her cost of the plan.
  - (2) Leave granted under this provision shall be treated as continuous employment for the purposes of seniority accrual under this agreement
  - (3) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.
  - (4) Clause 21.4 - Unpaid Leave will not apply to leave granted under 21.6 (a) - Jury Duty and Leave for Court Appearances.
- (c) An employee required to attend court as a plaintiff or defendant will not be paid by the Employer unless the employee is attending on behalf of Elim Christian Care Society.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

**21.7 Personal Leave Days**

Employees are entitled up to three personal leave days of unpaid leave annually. All requests for personal days must be approved by the Director of Residential Care or Director of Community Life or designate, and are subject to operational requirements. The Employer shall not unreasonably withhold approval of requested personal leave days. The employee shall provide as much notice to the Employer as possible. These days will be part of the accumulated 20 days of unpaid leave under Clause 21.4 - Unpaid Leave.

**ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE****22.1 Pregnancy Leave**

- (a) A pregnant employee is entitled to pregnancy leave of up to 17 consecutive weeks of unpaid leave.
- (b) An employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least 13 weeks prior to the expected birth.
- (c) The period of pregnancy leave shall commence not earlier than 13 weeks prior to the expected birth date. The commencement of unpaid leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

**22.2 Parental and Adoption Leave**

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

- (a) For a birth mother who takes leave under Clause 22.1 - Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 22.1 - Pregnancy Leave unless the Employer and the employee agree otherwise.
- (b) For a birth mother who does not take leave under Clause 22.1 - Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event.
- (c) For a birth father, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the birth of the child.
- (d) For an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 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 61 weeks of unpaid leave.
- (f) An employee's combined entitlement to leave under Article 22 - Pregnancy, Parental and Adoption Leave is limited to 78 weeks plus any additional leave the employee is entitled to under Clause 22.3 - Extension of Leaves and (g) below.
- (g) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a), (b), (c) or (d) above.

### **22.3 Extension of Leaves**

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

### **22.4 Benefit Plan**

If an employee maintains coverage for benefits while on pregnancy, parental or adoption leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 61 weeks. It is understood that the Employer will pay their share of the premiums for a combined maximum of 78 weeks for an employee who takes both pregnancy and parental leave.

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

### **22.5 Sick Leave**

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

### **22.6 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 22.1 - Pregnancy Leave, 22.2 - Parental and Adoption Leave and 22.3 - Extension of Leaves commenced if they do not return to work.

## **22.7 Entitlements Upon Return to Work**

- (a) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Clauses 22.1 - Pregnancy Leave, 22.2 - Parental and Adoption Leave and 22.3 - Extension of Leaves providing the employees returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year. Vacation time and pay shall be prorated based on hours worked during the calendar year.
- (b) An employee who returns to work after the expiration of pregnancy, 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 pregnancy, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position or if the former position no longer exists, in an equivalent position.

## **ARTICLE 23 - SAFETY AND HEALTH**

### **23.1 Occupational Health and Safety Committee**

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

- (a) four representatives appointed by the Employer; and
- (b) four representatives or their alternate(s) as appointed by the Union. The Union will make every effort to appoint at least one representative from each worksite.

### **23.2 OHS Committee Responsibilities**

The OHS 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.

### **23.3 Right to Refuse Unsafe Conditions**

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

### **23.4 Payment to Attend Meetings**

Members of the OHS Committee who attend OHS Committee meetings outside normal working hours shall be paid at straight-time rates for all time spent attending the meetings. No overtime pay shall be incurred as a result of attending OHS meetings.

### **23.5 Investigation of Accidents and Injuries**

The OHS 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 OHS Committee. Incidents will be jointly investigated, by one representative of the Union and one employer representative who will report to the Union and the Employer on the nature and cause of the accident or injury. Where the OHS Committee makes a report, the OHS 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 their designate.

**ARTICLE 24 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

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.

**ARTICLE 25 - HEALTH AND WELFARE PLANS**

**25.1 Medical Plan**

Eligible employees shall be covered by the British Columbia Medical Services Plan at a single, family or couple rate if applicable.

**25.2 Dental Plan**

Eligible employees and their dependants shall be provided with a Dental Plan. See Appendix C for details of the plan.

**25.3 Group Life Insurance and Accidental Death and Injury Plan**

Eligible employees shall be provided with a Group Life Insurance and Accidental Death and Injury plan. See Appendix C for details of the plans.

**25.4 Extended Health Plan**

Eligible employees and their dependants shall be provided with an Extended Health Plan. See Appendix C for details of the plan.

**25.5 Employee Assistance Program**

The Employer shall supply an Employee Assistance Program for all eligible employee and their families.

**25.6 Commencement of Coverage**

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

**25.7 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.

**25.8 RRSP**

The Employer will provide an RRSP plan to all regular employees with a minimum mandatory employee contribution of 1% of annual earnings and will match an employee's contributions up to 2% of annual earnings. Employees may make additional voluntary contributions for themselves or their spouse up to the maximum allowed by the Canada Revenue Agency.

Casual employees may opt to join the RRSP but will not be eligible for the employer contributions.

**ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES**

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

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Payment of Wages and Allowances**

- (a) Employees shall be paid biweekly on Friday by direct deposit.
- (b) Paystubs will be posted online each payday. Employees will be permitted to access and print their online paystubs at the workplace. 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.
- (c) The paystub shall show hours paid, year to date hours paid, and vacation dollar bank.

**27.2 Pay on Temporary Assignment**

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

**27.3 Staff Meal Program**

Staff meals shall be provided to employees who submit requests on the applicable Meal Sign Up Sheet. The Employer shall pay 50% of cost of the meal. The employee portion of the cost of the meals will be deducted from each paycheck.

**27.4 Class IV Driver's Licence**

Employees who are required to hold a Class IV driver's licence will be paid a differential of 50¢ per hour for all hours spent driving or performing driving related duties.

**27.5 In-Charge Premium**

When an RN is designated to be in-charge they will be paid a premium of \$1.25 per hour for all hours worked when so designated.

**ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS****28.1 Job Descriptions**

The Employer agrees to supply the President of the Union or their designate with the job descriptions for those classifications in the bargaining unit.

**28.2 New Classifications/Duties**

- (a) *Notice of New Positions*

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

(b) *Notice of Changed Positions*

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

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

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

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

## ARTICLE 29 - GENERAL CONDITIONS

### 29.1 Indemnity

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

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

### 29.2 Employer Property

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

### 29.3 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the agreement in an agreed upon format 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.

### 29.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of The Emerald assisted living building and The Residential Care residential care building and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

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

### **29.5 Practicum Students**

Practicum students will be supernumerary to existing staffing levels and shall not be scheduled to replace bargaining unit employees.

### **29.6 Joint Labour/Management Committee**

- (a) The parties agree to establish a joint committee composed of:
  - (1) four representatives appointed by the Employer; and
  - (2) four representatives or their alternate(s) as appointed by the Union. The Union will make every effort to appoint at least one representative from each building.
- (b) The Joint Committee shall meet at least twice per year or at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement.
- (f) Minutes of Joint Committee meetings shall be transcribed by the Employer, distributed to committee members and shall be posted on all union bulletin boards.

### **29.7 Workload**

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

### **29.8 Elimination of Mandatory Retirement**

The parties agree that no employee covered by the collective agreement will be required to retire at 65 years of age. Subject to the eligibility requirements under the Health and Welfare benefits plans, the terms of the collective agreement shall apply to employees who are over the age of 65.

### **29.9 Employee's Notice of Resignation**

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

### 29.10 Employee Contact Information

All employees are required to provide the Employer with current contact information in writing including home address and mailing address and contact phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Casual Employees

A casual employee is one who is employed for work that is not of a continuous nature, including coverage for paid or unpaid leave, to cover the absence of regular FT or PT employees or for temporary workload situations.

### 30.2 Application of Agreement

- (a) Casual employees are covered by the following provisions of the collective agreement:
- (1) Article 1 - Purpose of Agreement;
  - (2) Article 2 - Definitions;
  - (3) Article 3 - Recognition of the Union;
  - (4) Article 4 - Union Security;
  - (5) Article 5 - Check-off of Union Dues;
  - (6) Article 6 - Employer and Union Shall Acquaint New Employees;
  - (7) Article 7 - Employer's Rights;
  - (8) Article 8 - Employer/Union Relations;
  - (9) Article 9 - Grievances;
  - (10) Article 10 - Arbitration;
  - (11) Article 11 - Dismissal, Suspension and Discipline;
  - (12) Article 12 - Seniority;
  - (13) Article 13 - Vacancy Posting except Clause 13.4 - Probationary Period;
  - (14) Article 15 - Scheduling and Hours of Work except Clause 15.2 - Scheduling Provisions (a)(e)(g);
  - (15) Article 16 - Overtime except Clause 16.4 - Overtime Compensation (c) and 16.6 - Shift Exchanges;
  - (16) Article 23 - Safety and Health;
  - (17) Article 24 - Technological, Automation and Other Changes;
  - (18) Article 26 - Work Clothing and Related Supplies
  - (19) Article 27 - Payment of Wages and Allowances except Clause 27.2 - Pay on Temporary Assignment;
  - (20) Article 28 - Notice of New and Changed Positions;
  - (21) Article 29 - General Conditions;
  - (22) Article 30 - Casual Employees;
  - (23) Article 31 - Harassment;
  - (24) Article 32 - Term of Agreement;
  - (25) Appendix A - Wage Schedule;
  - (26) Appendix B - Procedure for Filling Shifts;
  - (27) Appendix D - Certificate of Employee Fitness - Elim Christian Care Society;
  - (28) Memorandum of Agreement #1 - Excluded Positions; and
  - (29) Memorandum of Agreement #2 - Contracting Out
- (b) Casual employees shall be paid in accordance with the job category in which they are employed.

- (c) A casual employee may be reclassified as a FT or PT employee only by successfully bidding into a regular vacancy.

**30.3 Statutory Holidays for Casual Employees**

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

- (1) Time-and one-half for all hours worked on:

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

- (2) Double-time for all hours worked on:

Christmas Day

- (b) Casual employees who have worked at least 15 of the previous 30 days leading up to a statutory holiday will receive an average day's pay for the statutory holiday.

**30.4 Seniority While in Receipt of WCB Wage Loss Income**

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

**30.5 Casual Employee Probationary Period**

- (a) Casual employees shall serve a probationary period of 488 hours of work. During the probationary period, casual employees may be terminated for unsatisfactory service.

The parties may extend the probationary period of a new employee by mutual agreement. In such cases, the Employer will provide reasons for the extension to the President of the Union or their designate.

- (b) A casual employee who has not completed their probationary period under this clause and posts into a regular position shall be required to complete their probationary period.

- (c) A casual employee who has completed probation and posts into a regular position shall not be required to serve another probationary period under Clause 13.4 - Probationary Period, but will be required to complete a qualifying period in accordance with Clause 13.5 - Qualifying Period.

**30.6 Casual Employee Vacation**

Casual employees shall receive 4% for vacation pay on each paycheque.

**ARTICLE 31 - HARASSMENT**

**31.1 Preamble**

Elim Christian Care Society (ECCS), in cooperation with the Union, is committed to a healthy, harassment free work environment for all of our employees. The parties agree to foster and promote such an

environment. As such ECCS has developed and the parties have agreed to the following policy clauses intended to prevent harassment of any type, including sexual harassment, of its employees and to deal quickly and effectively with any incident.

It is the responsibility of all executives, directors, managers, or any person within ECCS supervising one or more employees to take immediate and appropriate action to report or deal with incidents of harassment of any type whether brought to their attention or personally observed. Under no circumstances should a legitimate complaint be dismissed or downplayed nor should the complainant be told to deal with it personally.

### **31.2 Sexual Harassment**

Sexual harassment means engaging in comment or conduct of a sexual nature which is known or ought reasonably to be known to be unwelcome. It includes but is not limited to:

- (a) sexual solicitations, advances, remarks, suggestive comments and gestures.
- (b) the inappropriate display of sexually suggestive pictures, posters, objects or graffiti.
- (c) physical contact of a sexual nature (including sexual assault under the *Criminal Code*).

Complaints of sexual harassment will be investigated in accordance with Clause 31.4 - Harassment Complaint Procedure of this agreement.

### **31.3 Personal Harassment**

- (a) Personal harassment is any form of personal comment or conduct that is known to be, or should be reasonably known to be inappropriate. This may include, but is not limited to remarks, jokes, and innuendoes, taunting, sexually oriented conduct and requests, comments, gestures, or materials that are considered offensive, threatening, degrading or coercive which serve no legitimate work-related purpose and create a hostile, intimidating, or offensive environment which is counteractive to the accomplishment of Elim's mission.

Personal harassment includes discrimination based on any of the prohibited grounds of under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, gender identity or expression or conviction of an offence for which a pardon was granted;

- (b) Elim Christian Care Society also will not tolerate the display of sexually suggestive pictures, racist or offensive signs or images, practical jokes that result in awkwardness or embarrassment, unwelcome invitations or requests, whether indirect or explicit.
- (c) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

### **31.4 Harassment Complaint Procedure**

An employee who wishes to pursue a concern arising from an alleged harassment must submit a complaint in writing within three months of the latest alleged occurrence. For complaints under either Clause 31.2 - Sexual Harassment or Clause 31.3 - Personal Harassment the following process will be used:

- (a) If you are being harassed:
  - (1) Tell the harasser their behaviour is unwelcome and ask them to stop.
  - (2) Keep a record of incidents (date, times, locations, possible witnesses, what happened, your response). You do not have to have a record of events in order to file a complaint, but a record can strengthen your case and help you remember details over time.

(3) File a complaint. If, after asking the harasser to stop their behaviour, the harassment continues, report the problem to one of the following individuals:

- (i) Executive Director
- (ii) Director of Residential Care or Director of Community Life or designate
- (iii) Immediate Supervisor
- (iv) Union Representative
- (v) Human Resources Manager

(b) Where the allegation was presented through the Employer, the Executive Director shall, upon request from the complainant, notify the Union of the complaint in writing within five calendar days of receiving the complaint. Where the allegation was presented through the Union, the staff representative shall notify the Employer of the complaint within five calendar days and shall provide a copy of the complaint to the Employer's representative.

(c) Once a complaint is received, it will be kept strictly confidential. An investigation will be undertaken immediately and all necessary steps taken to resolve the problem. If appropriate, action taken may include conciliation. If a complaint is filed through the Union as a grievance, a meeting will be held with the union representative before and within seven days after the investigation to advise the Union of the outcome of the investigation and what action, if any, was taken. Timelines with respect to the grievance procedure will be placed in abeyance pending the outcome of the investigation.

(d) Where either the complainant or the respondent, in conjunction with the Union, is dissatisfied with the Employer's response, the matter may be referred to an adjudicator. The parties will agree on a single adjudicator. Where the parties are unable to agree on a single adjudicator, one will be appointed in accordance with the provisions of the *Labour Relations Code*.

The adjudicator shall have the right to:

- (1) Investigate the complaint;
- (2) Dismiss the complaint;
- (3) Determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
- (4) Make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(e) Both the complainant and the alleged harasser will be interviewed, as will any individuals who may be able to provide relevant information. An employee interviewed as part of the investigation into a complaint of harassment will be entitled to have their shop steward present during the interview. All information will be kept in confidence.

(f) If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately. Discipline may include suspension or dismissal, and the incident will be documented in the harasser's file. No documentation will be placed on the complainant's file where the complaint is filed in good faith, whether the complaint is upheld or not.

(g) If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser.

(h) Regardless of the outcome of a harassment complaint made in good faith, the employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes dismissal, demotion, unwanted transfer, denial of

opportunities within ECCS or harassment of an individual as a result of their having made a complaint or having provided evidence regarding the complaint.

(i) Allegations of harassment made in bad faith will result in appropriate discipline. Discipline may include suspension or dismissal, and the incident will be documented on the complainant's file.

### **31.5 No Discrimination**

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

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

This agreement shall be binding and remain in effect until midnight March 31, 2021.

### **32.2 Notice to Bargain**

This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 1, 2020, but in any event, no later than midnight on December 31, 2020.

Where no notice is given by either party prior to December 31, 2020, both parties shall be deemed to have been given notice under this clause on December 31, 2020.

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 or designate.

### **32.2 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.

### **32.3 Agreement to Continue in Force**

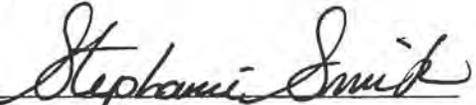
Both parties shall adhere fully to the terms of this agreement until such time as either party discontinues negotiations.

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.

### **32.4 Effective Date of Agreement**

The provisions of this agreement shall come into full force and effect on April 1, 2019.

**SIGNED ON BEHALF OF  
THE UNION:**

  
Stephanie Smith  
President

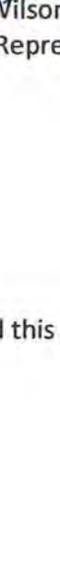
  
Charandeep Bhatia  
Bargaining Committee Chair

  
Lisa Bysterveld  
Bargaining Committee

  
Navreet Randhawa  
Bargaining Committee

  
Deb Wilson  
Staff Representative

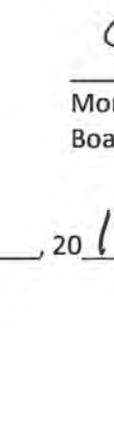
**SIGNED ON BEHALF OF  
THE EMPLOYER:**

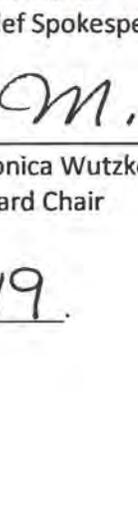
  
Valentina Seale  
Director of Human Resources

  
Ron Pike  
Executive Director

  
Marian Heemskeek  
Director of Community Life

  
Jennifer Ladesma  
Director of Residential Care

  
Peter Kafka  
Chief Spokesperson

  
Monica Wutzke  
Board Chair

Dated this 15 day of July, 2019.

**APPENDIX A**  
**Wage Schedule**

<b>Position</b>		<b>April 1/2017</b>	<b>April 1/ 2019</b> <b>2.62%</b>	<b>April 1/2020</b> <b>3.00%</b>
Clinical Care Leader	<i>Start</i>	\$37.55	\$38.53	\$39.69
	<i>Step 2 (488-1950 hours)</i>	\$38.47	\$39.48	\$40.66
	<i>Step 3 (1951-3900 hours)</i>	\$39.43	\$40.46	\$41.68
	<i>Step 4 (3901-5850 hours)</i>	\$40.39	\$41.45	\$42.69
	<i>Step 5 (5851+hours)</i>	\$41.39	\$42.47	\$43.75
RN	<i>Start</i>	\$34.21	\$35.11	\$36.16
	<i>Step 2 (488-1950 hours)</i>	\$35.04	\$35.96	\$37.04
	<i>Step 3 (1951-3900 hours)</i>	\$35.90	\$36.84	\$37.95
	<i>Step 4 (3901-5850 hours)</i>	\$36.78	\$37.74	\$38.88
	<i>Step 5 (5851+hours)</i>	\$37.68	\$38.67	\$39.83
LPN	<i>Start</i>	\$24.31	\$24.95	\$25.70
	<i>Step 2 (488-1950 hours)</i>	\$24.92	\$25.57	\$26.34
	<i>Step 3 (1951-3900 hours)</i>	\$25.57	\$26.24	\$27.03
	<i>Step 4 (3901-5850 hours)</i>	\$26.22	\$26.91	\$27.71
	<i>Step 5 (5851+hours)</i>	\$26.89	\$27.59	\$28.42
ALW	<i>Start</i>	\$18.45	\$18.93	\$19.50
	<i>Step 2 (488-1950 hours)</i>	\$18.93	\$19.43	\$20.01
	<i>Step 3 (1951-3900 hours)</i>	\$19.42	\$19.93	\$20.53
	<i>Step 4 (3901-5850 hours)</i>	\$19.91	\$20.43	\$21.04
	<i>Step 5 (5851+hours)</i>	\$20.42	\$20.96	\$21.58
RCA	<i>Start</i>	\$19.03	\$19.53	\$20.11
	<i>Step 2 (488-1950 hours)</i>	\$19.51	\$20.02	\$20.62
	<i>Step 3 (1951-3900 hours)</i>	\$20.01	\$20.53	\$21.15
	<i>Step 4 (3901-5850 hours)</i>	\$20.52	\$21.06	\$21.69
	<i>Step 5 (5851+hours)</i>	\$21.05	\$21.60	\$22.25
Companion	<i>Start</i>	\$14.56	\$14.94	\$15.39
	<i>Step 2 (488-1950 hours)</i>	\$15.03	\$15.42	\$15.89
	<i>Step 3 (1951-3900 hours)</i>	\$15.52	\$15.93	\$16.40
	<i>Step 4 (3900-5850 hours)</i>	\$16.02	\$16.44	\$16.93
	<i>Step 5 (5851+hours)</i>	\$16.53	\$16.96	\$17.47
Rec Assistant	<i>Start</i>	\$18.45	\$18.93	\$19.50
	<i>Step 2 (488-1950 hours)</i>	\$18.93	\$19.43	\$20.01
	<i>Step 3 (1951-3900 hours)</i>	\$19.42	\$19.93	\$20.53
	<i>Step 4 (3901-5850 hours)</i>	\$19.91	\$20.43	\$21.04
	<i>Step 5 (5851+ hours)</i>	\$20.42	\$20.96	\$21.58
Wellness Asst.	<i>Start</i>	\$19.03	\$19.53	\$20.11

Position		April 1/2017	April 1/ 2019 2.62%	April 1/2020 3.00%
	<i>Step 2 (488-1950 hours)</i>	\$19.51	\$20.02	\$20.62
	<i>Step 3 (1951-3900 hours)</i>	\$20.01	\$20.53	\$21.15
	<i>Step 4 (3901-5850 hours)</i>	\$20.52	\$21.06	\$21.69
	<i>Step 5 (5851+ hours)</i>	\$21.05	\$21.60	\$22.25
Reception	<i>Start</i>	\$15.10	\$15.50	\$15.96
	<i>Step 2 (488-1950 hours)</i>	\$15.48	\$15.89	\$16.36
	<i>Step 3 (1951-3900 hours)</i>	\$15.88	\$16.30	\$16.78
	<i>Step 4 (3901-5850 hours)</i>	\$16.28	\$16.71	\$17.21
	<i>Step 5 (5851+hours)</i>	\$16.71	\$17.15	\$17.66
Reception/Admin/ Scheduling	<i>Start</i>	\$18.11	\$18.58	\$19.14
	<i>Step 2 (488-1950 hours)</i>	\$18.58	\$19.07	\$19.64
	<i>Step 3 (1951-3900 hours)</i>	\$19.06	\$19.56	\$20.15
	<i>Step 4 (3901-5850 hours)</i>	\$19.54	\$20.05	\$20.65
	<i>Step 5 (5851+hours)</i>	\$20.04	\$20.57	\$21.18

Casuals will be paid at the first three steps of the grid only.

- If a casual posts into a regular position they will be placed on the grid in accordance with their seniority.
- Casual employees being paid at rates above Step 3 on the wage grid will be red circled until the Step 3 rate on the grid meets or exceeds their rate of pay.

**APPENDIX B  
Procedure for Filling Shifts**

All regular and casual employees shall be called in order of seniority. Employees shall provide the Employer with one telephone number that the Employer shall use for the purposes of filling shifts.

The call-in log shall be the Comvida electronic scheduling management system. In the event of a dispute, the Employer shall provide the Union with a print out of the call-in log covering the relevant dates.

**Call Order**

- Qualified regular and casual employees shall be called for available work in order of their seniority and availability, except that the Employer may first offer regular employees the opportunity to extend a partial shift to a full shift.
- Absences of more than five days, and up to 60 days, for reasons such as, but not limited to, the following: illness, vacation, injury, union business, or a combination thereof, shall be filled on a full block basis by the most senior person who is available as per the call order above. If the full block cannot be filled as above, the block may be split. If a regular employee accepts the block, the shifts of that employee will go to the senior available casual employee.

- (c) Absences that must be filled within one hour of the start of a shift may be filled by the supervisor at their discretion. This only applies when short notice of an absence is given, or when an employee has not reported for their scheduled shift.
- (d) An employee shall be entitled to register for work in any job classification which they have the qualifications to perform. It is understood that if an employee registers for and accepts work in a higher or lower paid classification they shall receive the applicable rate of pay for the classification and shift they are filling.
- (e) Employees will submit their availability by the 1<sup>st</sup> of the month for the following month (May 1<sup>st</sup> for June). Anyone who does not submit such may not be called in for casual work in that month.
- (f) Casual employees have the right to decline or refuse two shifts per month as stated on their submitted availability forms after which the Employer is not obligated to call them for the remainder of that particular month. Employees may submit revised availability in writing during the month.
- (g) Casual employees who accept shifts shall have the same obligation to report for work as regular employees.
- (h) Casual employees must be available for a minimum of four shifts per month. If a casual employee has not accepted work for a period of three months they shall lose their seniority and be placed at the bottom of the call-in list. The Employer shall provide notice that the casual employee has not accepted work for a period of three months and that they have lost their seniority and will be placed at the bottom of the casual list; and that the casual employee shall be deemed to have resigned if they do not accept work in the next three months. If the casual employee has not accepted work for a period of six months, she/he will be deemed to have resigned.

**APPENDIX C**  
**Health and Welfare Benefit Plans**

All regular employees who work 20 hours per week or more are eligible to participate in the Health and Welfare Plans. Dependent children are eligible from birth to age 21, or to age 25 if in full-time attendance at a post-secondary institution.

(a) *Life Insurance:*

Benefit Amount:.....\$50,000  
 Benefit Reduction:.....Benefit amount reduces by 50% at age 65  
 Benefit Termination: .....Benefits terminate at age 70 or earlier retirement  
 Premiums: .....65% employer paid, 35% employee paid effective April 1, 2019

(b) *Accidental Death & Injury Coverage:*

Benefit Amount: .....\$50,000  
 Benefit Reduction:.....Benefit amount reduces by 50% at age 65  
 Benefit Termination: .....Benefits terminate at age 70 or earlier retirement  
 Premiums: .....65% employer paid, 35% employee paid effective April 1, 2019

(c) *Dependant Life Insurance:*

Benefit Amount  
 Spouse: .....\$5,000  
 Child: .....\$2,500



- Motor Neuron Disease
- Coma
- Occupational HIV Infection
- Deafness
- Paralysis or loss of limbs
- Parkinson’s Disease
- Kidney failure
- Loss of Speech
- Multiple Sclerosis
- Coronary Bypass Surgery

Premiums: ..... 100% employee paid

(g) *Medical Services Plan of BC:*

Premiums: ..... 50% employer paid, 50% employee paid

(h) *Employee Assistance Program:*

The program will provide employees and their families with confidential, professional advice and short-term counselling services for a wide range of personal problems such as alcohol and drug abuse, stress, bereavement, family, marital and financial problems. It can also offer assistance regarding lifestyle, career, legal, childcare, eldercare and homecare issues.

Lifeworks:

Phone: 1-866-331-6851

Web: [www.lifeworks.com](http://www.lifeworks.com)

**MEMORANDUM OF AGREEMENT #1  
Excluded Positions**

- Director of Residential Care
- Director of Community Life
- Care Manager
- Operations Coordinator
- Wellness Coordinator
- Recreation Coordinator
- Pastor

**MEMORANDUM OF AGREEMENT #2  
Contracting Out**

**(1) 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 in the bargaining unit.

**(2) Required RN/LPN Coverage**

It is understood that in the event the Employer has an obligation to have RN/LPN coverage in a building for a shift and there is no RN/LPN available and willing to take the work at the applicable rate of pay

including overtime rates, the Employer may hire an outside agency to perform the work on a short-term basis.

(3) This Memorandum of Agreement will expire on March 31, 2021.

**MEMORANDUM OF AGREEMENT #3  
LPN Supervisor Classification**

The parties agree that the LPN Supervisor classification was deleted as of March 9, 2015. All former incumbents in the LPN Supervisor classification will have their wages maintained, and will receive any negotiated wage increases.

This agreement will remain in full force and effect as long as the incumbents do not voluntarily leave their positions or terminate employment.

The following is a list of the incumbents:

Employee Name
Frimpong, Elizabeth
Palia, Navjot K
Quintia, Khysen C

**MEMORANDUM OF AGREEMENT#4  
Electronic Callout**

The Employer is interested in implementing an electronic callout system for employees covered by the collective agreement. To this end the Union and Employer will meet within three months of ratification of the collective agreement to discuss the proposed system and implementation. It is understood that both the assigned staff representative, the Local 404 Chairperson and three union selected members of the bargaining unit will be involved in these discussions. The Employer will provide paid leave for the selected bargaining unit members to participate.

An electronic callout system will only be implemented by mutual written agreement between the Union and Employer.

If mutual agreement is reached the parties will also negotiate any needed consequential amendments to Appendix B - Procedure for Filling Shifts. The amended appendix will include details of the electronic callout system and form part of the collective agreement, replacing the current Appendix B - Procedure for Filling Shifts. Once signed off, it will be distributed to all employees covered by the collective agreement and automatically inserted into the collective agreement during the next round of negotiations.

**MEMORANDUM OF AGREEMENT #5  
Float Pool Employees**

Float Pool (FP) employees are regular employees and are paid in accordance with Appendix A - Wage Schedule.

FP employees will be used to provide relief coverage for positions occupied by FT and PT employees. The hours contained on the posting for the position will be guaranteed weekly hours, so when no relief work is available, alternate work for which the employee is qualified will be assigned by the Employer.

FP employees are entitled to two consecutive days off each week and will receive their schedule showing the days and shifts they will be working in accordance with Clause 15.2 - Scheduling Provisions, but may be advised of their work unit assignment on the workday.

If the Employer intends to change the shift an FP employee will be working a minimum of 48 hours advance notice will be given unless the employee agrees to a shorter notice period.

FP employees will not be required to work more than two different shifts in a work week (i.e. day, afternoon, or night shift).

FP employees will not be eligible to apply for temporary postings.

**MEMORANDUM OF AGREEMENT #6**  
**Sick Leave on Statutory Holidays and Peak Times**

The Employer has identified issues of an extremely high number of sick calls during certain times of the year. In an effort to address this issue, the parties have agreed that employees calling in sick on the days and periods listed below may be required to provide sick documentation in accordance with Clause 19.1 - Sick Leave Entitlement.

- Statutory holidays as defined in Clause 17.1 - Statutory Holidays
- Mothers' Day and Fathers' Day
- Diwali
- Vaisaki
- Christmas season - December 23<sup>rd</sup> through 26<sup>th</sup>
- New Year's Eve