

COLLECTIVE AGREEMENT

between the

WELL BEING SERVICES LTD. (THE COMMON EMPLOYER)

**AUB (AUBURN SENIORS RESIDENCE)
CVSV (COMOX VALLEY SENIORS VILLAGE)
GSV (GUILDFORD SENIORS VILLAGE)
NSV (NANAIMO SENIORS VILLAGE)
PPSV (PEACE PORTAL SENIORS VILLAGE)
RCC (RENFREW CARE CENTRE)
RHSV (ROSEMARY HEIGHTS SENIORS VILLAGE)
WOV (WELLESLEY OF VICTORIA)
WRSV (WHITE ROCK SENIORS VILLAGE)**

and the

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

Effective to September 30, 2025

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	2
1.1 Preamble	2
1.2 Future Legislation	2
1.3 Conflict with Rules	3
1.4 Use of Singular and Plural Terms	3
1.5 Human Rights	3
1.6 Handling of Liquor	3
ARTICLE 2 - BARGAINING AGENT RECOGNITION	3
2.1 Bargaining Agent Recognition	3
2.2 Bargaining Unit Defined	3
2.3 No Other Agreement	3
2.4 Correspondence	4
2.5 No Discrimination	4
2.6 Recognition and Rights of Stewards	4
2.7 Bulletin Boards	4
2.8 Badges, Insignia and Union Shop Cards	4
2.9 Right to Refuse to Cross Picket Lines	5
2.10 Unpaid Leave - Union Business	5
2.11 Technical Information	6
ARTICLE 3 - UNION SECURITY	6
3.1 Union Security	6
ARTICLE 4 - CHECK OFF OF UNION DUES	6
4.1 Check Off of Union Dues	6
4.2 Membership Information	7
4.3 Electronic Funds Transfer "EFT"	7
ARTICLE 5 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES	8
5.1 Employer and Union Will Acquaint New Employees	8
ARTICLE 6 - MANAGEMENT RIGHTS	8
6.1 Rights Reserved	8
6.2 Employer Rules	8
ARTICLE 7 - EMPLOYER/UNION RELATIONS	8
7.1 Representation	8
7.2 Union Bargaining Committee	8
7.3 Union Representatives	9
7.4 Joint Labour/Management Committee	9
ARTICLE 8 - GRIEVANCES	9
8.1 Grievance Procedure	9
8.2 Step 1	10
8.3 Time Limits to Present Initial Grievance	10
8.4 Step 2	10
8.5 Time Limit to Reply at Step 2	10
8.6 Step 3	10
8.7 Time Limit to Reply at Step 3	11

8.8	Time Limit to Submit to Arbitration	11
8.9	Administrative Provisions	11
8.10	Management Grievance	11
8.11	Failure to Act	11
8.12	Deviation from Grievance Procedure	11
8.13	Policy Grievances	12
8.14	Dismissal or Suspension.....	12
8.15	Technical Objections to Grievances	12
8.16	Investigator	12
ARTICLE 9 - ARBITRATION.....		12
9.1	Notification	12
9.2	Arbitrator	13
9.3	Arbitrator Procedure	13
9.4	Decision of the Arbitrator.....	13
9.5	Disagreement on Decision.....	13
9.6	Expenses of Arbitration	13
9.7	Amending Time Limits	13
9.8	Witnesses	13
9.9	Expedited Arbitration	13
9.10	Settlement Officer	14
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....		14
10.1	Burden of Proof.....	14
10.2	Notice of Dismissal or Suspension	14
10.3	Right to Grieve Other Disciplinary Action	14
10.4	Employee Performance Appraisals	15
10.5	Personnel File.....	15
10.6	Right to Have Steward Present	15
10.7	Employment Abandoned.....	16
ARTICLE 11 - SENIORITY		16
11.1	Seniority Defined	16
11.2	Seniority Lists	17
11.3	Loss of Seniority	17
11.4	Same Seniority	17
ARTICLE 12 - VACANCY POSTINGS.....		17
12.1	Postings	17
12.2	Eligibility to Apply for Postings	18
12.3	Selection Criteria.....	18
12.4	Probationary Period.....	19
12.5	Qualifying Period	19
12.6	Right to Grieve	19
12.7	Long-Term Absence Posting.....	20
12.8	Temporary Vacancies	20
12.9	Interviews.....	20
ARTICLE 13 - LAYOFF AND RECALL.....		20
13.1	Definition of Layoff	20
13.2	Reduction of Hours	21

13.3	Pre-Layoff Canvass.....	21
13.4	Layoff, Bumping and Recall	21
13.5	Notice or Pay in Lieu of Notice	22
13.6	Job Fairs.....	22
13.7	Grievance on Layoffs and Recalls.....	23
ARTICLE 14 - HOURS OF WORK		23
14.1	Continuous Operation	23
14.2	Hours of Work.....	23
14.3	Scheduling.....	23
14.4	Exchange of Shifts	25
14.5	Premiums and Shift Differentials	25
14.6	Rest and Meal Periods.....	26
ARTICLE 15 - OVERTIME.....		26
15.1	Definition of Overtime.....	26
15.2	Authorization and Application of Overtime.....	26
15.3	Right to Refuse Overtime	26
15.4	Overtime for Part-Time Employees.....	26
15.5	Overtime Compensation	27
15.6	Call back	27
15.7	Rest Interval	27
15.8	Shift Exchanges	28
15.9	Overtime Meal Allowance.....	28
15.10	Assignment of Overtime.....	28
ARTICLE 16 - PAID HOLIDAYS		28
16.1	Paid Holidays.....	28
16.2	Scheduling of Paid Holidays.....	29
16.3	Holiday Coinciding With a Day of Vacation.....	29
16.4	Christmas or New Year's Day Off	30
16.5	Paid Holiday Pay.....	30
ARTICLE 17 - ANNUAL VACATION		30
17.1	Vacation Entitlement.....	30
17.2	Vacation Earnings for Partial Year	30
17.3	Vacation Carryover	31
17.4	Call back and Cancellation of Pre-Approved Vacation	31
17.5	Vacation Scheduling.....	31
17.6	Vacation Schedules.....	31
17.7	Vacation Pay.....	32
17.8	Vacation Credits Upon Death	32
17.9	Reinstatement of Vacation Days.....	32
17.10	Family Illness or Emergency	32
ARTICLE 18 - SICK LEAVE		32
18.1	Sick Leave Entitlement.....	32
18.2	Leave for Medical and Dental Care	33
18.3	Medical Certificates/Verification	33
18.4	Employee to Inform Employer	33
18.5	Expiration of Sick Leave Credits.....	33

18.6	Sick Leave Credits.....	33
18.7	Probationary Period.....	34
18.8	Third Party Coverage	34
18.9	Return to Work Following Illness or Injury	34
18.10	Family Illness	34
ARTICLE 19 - WORKERS' COMPENSATION.....		34
19.1	Sick Leave/Workers' Compensation.....	34
19.2	Benefits While on Compensation.....	34
19.3	Employee to Contact Employer.....	35
19.4	Early Safe Return to Work	35
ARTICLE 20 - SPECIAL AND OTHER LEAVE		35
20.1	Compassionate Care Leave	35
20.2	Bereavement Leave	35
20.3	Unpaid Leave for Public Office	36
20.4	Unpaid Leave.....	36
20.5	Health and Welfare Benefits While on Unpaid Leave of Absence	36
20.6	Unpaid Leave Under Part 6 of the Employment Standards Act.....	37
20.7	Education Leave.....	37
20.8	Jury Duty and Leave for Court Appearances	37
20.9	Domestic or Sexual Violence Leave.....	37
20.10	Family Responsibility Leave.....	37
20.11	Election Days.....	37
20.12	Alternative Days Off.....	38
ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE		38
21.1	Pregnancy Leave	38
21.2	Parental Leave.....	38
21.3	Leave without Pay.....	39
21.4	Aggregate Leave.....	39
21.5	Return from Leave	39
21.6	Benefit Plan	39
21.7	Seniority Rights on Return to Work	39
21.8	Sick Leave Credits.....	39
21.9	Extended Child Care Leave	40
ARTICLE 22 - SAFETY AND HEALTH		40
22.1	Preamble	40
22.2	Safety Committee	40
22.3	Committee Responsibilities.....	40
22.4	Injury Pay Provision	41
22.5	Transportation	41
22.6	Right to Refuse Unsafe Work	41
22.7	Lieu Time to Attend Meetings.....	41
22.8	Investigation of Accidents	41
22.9	Safety Orientation.....	41
22.10	Vaccination and Inoculation	41
22.11	Communicable Diseases.....	41
22.12	Violent or Aggressive Residents	42

22.13	Employees Working Alone	42
22.14	Critical Incident Stress Debriefing	42
22.15	Workload.....	42
ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES		43
ARTICLE 24 - HEALTH AND WELFARE.....		43
24.1	Benefit Coverage.....	43
24.2	Commencement of Coverage.....	43
24.3	Change of Carrier	44
24.4	Employer to Arrange for Coverage	44
ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES		44
25.1	Uniforms or Special Clothing	44
25.2	Protective Clothing	44
ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....		45
26.1	Paydays.....	45
26.2	Pay on Temporary Assignment	45
26.3	Mileage and Cellular Phones	45
26.4	Payment of Wages Upon Termination, Layoff or Resignation.....	46
ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS.....		46
27.1	Job Descriptions.....	46
27.2	New Classifications/Duties	46
ARTICLE 28 - GENERAL CONDITIONS		46
28.1	Indemnity.....	46
28.2	Employer Property.....	47
28.3	Copies of Agreement	47
28.4	Volunteers, Practicum Students and Bargaining Unit Work	47
28.5	Personal Property Damage.....	47
28.6	Employee Access to Leave Records	47
28.7	Mandatory Attendance at Meetings or Training.....	47
28.8	Employee's Notice of Resignation.....	48
28.9	Coverage for Regular Service Hours.....	48
28.10	Criminal Records Checks.....	48
28.11	Lock-up for Personal Effects	48
ARTICLE 29 - CASUAL EMPLOYEES.....		48
29.1	Employment Status.....	48
29.2	Seniority	48
29.3	Application of Agreement	48
29.4	Vacation and Paid Holidays for Casual Employees.....	49
29.5	Rate of Pay for Casual Employees	49
29.6	Letter of Appointment/Minimum Hour Requirement	49
29.7	Casual Call-In Procedure	50
ARTICLE 30 - HARASSMENT		52
30.1	Preamble	52
30.2	Sexual Harassment	52
30.3	Bullying, Personal and Psychological Harassment.....	53

30.4 Complaints Procedure 53

ARTICLE 31 - RRSP/PENSION PLAN..... 54

31.1 BC Target Benefit Pension Plan 54

31.2 Registered Retirement Savings Plan 55

ARTICLE 32 - CONTRACTING OUT..... 56

32.1 Contracting Out..... 56

ARTICLE 33 - TERM OF AGREEMENT..... 56

33.1 Duration 56

33.2 Notice to Bargain 56

33.3 End of Wage Leveling 56

33.4 Change in Agreement 57

33.5 Agreement to Continue in Force..... 57

33.6 Effective Date of Agreement 57

33.7 Section 50(2) and (3) Excluded..... 57

APPENDIX 1 - Wage Rates..... 60

APPENDIX 2 - Exclusions 60

APPENDIX 3 - List of Arbitrators/Investigators 61

APPENDIX 4 - Health and Welfare Benefits 61

APPENDIX 5 - Language Specific to Auburn Seniors Residence (AUB) 62

APPENDIX 6 - Language Specific to Comox Valley Seniors Village (CVSV)..... 65

APPENDIX 7 - Language Specific to Guildford Seniors Village (GSV)..... 70

APPENDIX 8 - Language Specific to Nanaimo Seniors Village (NSV) 75

APPENDIX 9 - Language Specific to Peace Portal Seniors Village (PPSV)..... 80

APPENDIX 10 - Language Specific to Renfrew Care Centre (RCC) 85

APPENDIX 11 - Language Specific to Rosemary Heights Seniors Village (RHSV)..... 92

APPENDIX 12 - Language Specific to Wellesley Of Victoria (WOV) 96

APPENDIX 13 - Language Specific to White Rock Seniors Village (WRSV)..... 103

INFORMATION APPENDIX A - General Wage Increases and Wage Levelling 105

INFORMATION APPENDIX B - Worksite Specific Hours/Overtime..... 107

MEMORANDUM OF AGREEMENT #1 - Early Safe Return to Work 107

MEMORANDUM OF AGREEMENT #2 - Diversity, Equity and Inclusiveness Policy 108

MEMORANDUM OF AGREEMENT #3 - Common Employer Job Title Review and Standardization 108

MEMORANDUM OF AGREEMENT #4 - Job Sharing..... 109

MEMORANDUM OF AGREEMENT #5 - Multi-Site Posting Pilot Project..... 109

MEMORANDUM OF AGREEMENT #6 - Joint Benefit Plans Review 112

MEMORANDUM OF AGREEMENT #7 - BC Target Benefit Pension Plan..... 112

DEFINITIONS

1. "*Basic pay*" - means the rate of pay negotiated by the parties to this agreement, as specified in the wage schedule.
2. "*Child*" - is deemed to include a ward of the superintendent of Child Welfare, or a child of a spouse.
3. "*Classification*" - means one of the positions listed in the wage schedule.
4. "*Common Employer*" - means the Well-Being employers which were deemed by the Labour Relations Board as a common employer in the Settlement Agreement between the parties signed September 21, 2020.
5. "*Day*", "*Week*", "*Month*", "*Year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.
6. "*Day of Rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include the days the employee is on leave of absence.
7. "*Department*" - means an organizational unit in which a group of employees have positions within a classification that may be qualified to interchange duties as required by the Employer.
8. "*Emergency situation*" - is a sudden unexpected or unforeseen situation or occurrence or set of circumstances demanding an immediate action. Operational requirements or short staffing alone do not constitute an emergency.
9. "*Employee*" - means a member of the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
 - (i) A probationary employee is one who is hired into a regular or casual position and who has not yet successfully completed 488 hours.
 - (ii) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of seven hours per day, and an average of a minimum of 35 to a maximum of 40 hours per week, exclusive of unpaid meal breaks. The annual hours of a full-time employee will be a minimum of 1820 to a maximum of 2080 hours. See Information Appendix B Worksite Hours/Overtime for hours of work specific to each worksite.
 - (iii) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than a minimum of 35 hours per week or 1820 hours annually, exclusive of unpaid meal breaks.
 - (iv) A casual employee is an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to
 - (1) paid leave relief
 - (2) unpaid leave relief
 - (3) temporary increase of workload
10. "*Employer*" - means Well-Being Services Ltd.
11. "*Holiday*" - means the 24-period commencing at 00:01 hours of a day designated as a paid holiday in this agreement
12. "*Leave of absence with pay*" - means to be absent from duty with permission and with pay.

13. *"Leave of absence without pay"* - means to be absent from duty with permission but without pay.
14. *"Position"* - means a job which has been approved and established by the Employer. A position may be vacant or have an incumbent.
15. *"Reasonable amount of time"* - is the amount of time which is fairly necessary to do whatever is required to be done, as soon as circumstances permit.
16. *"Resignation"* - means a voluntary notice by the employee that they are terminating their service on the date specified.
17. *"Rest Period"* - means a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
18. *"Spouse"* - is an employee's married or common-law spouse and includes same sex and opposite sex individuals. In the case of a common-law spouse, where the individual has been publicly represented as the employee's spouse for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes. For these purposes, the employee may have only one spouse at a time.
19. *"Union"* - means the B.C. General Employees' Union.

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

ARTICLE 1 - PREAMBLE

1.1 Preamble

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties of this agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

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

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

1.3 Conflict with Rules

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

1.4 Use of Singular and Plural Terms

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

1.5 Human Rights

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

1.6 Handling of Liquor

- (a) The Employer will adhere to all regulations established by the provincial liquor control authorities.
- (b) Where required by law, employees will be required to provide proof of certification in Serving It Right or similar established program. Maintaining of certification will be the responsibility of the employee, and the Employer will be responsible for all course and certification costs. Employees will not suffer any loss of basic pay for attendance at any course or examination pursuant to this clause. The course may be scheduled during an employee's working or non-working hours.
- (c) Only legally allowed employees will serve liquor.
- (d) The Employer will establish policies and procedures regarding handling of liquor, including payment for liquor sales; the right of an employee to request proof of age and the right to refuse service of liquor.

ARTICLE 2 - BARGAINING AGENT RECOGNITION**2.1 Bargaining Agent Recognition**

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

2.2 Bargaining Unit Defined

- (a) The bargaining unit will be comprised of all employees included in the bargaining unit but will not include the General Manager or any other position listed in Appendix 2 - Exclusions.
- (b) 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 will first be discussed by the parties. If the parties fail to reach a satisfactory settlement it will be dealt with pursuant to the relevant sections of the Labour Relations Code.

2.3 No Other Agreement

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

2.4 Correspondence

- (a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement will be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement, will be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or their designate.

2.5 No Discrimination

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

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards and alternates to represent employees. The number of shop stewards will be mutually agreed between the Union and the Employer. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or alternate will obtain the permission of their department head and in their absence the person in charge before leaving their work to perform their duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their department head and in their absence, the person in charge.

Duties of the steward are:

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

2.7 Bulletin Boards

The Employer will provide bulletin boards for the exclusive use of the Union. The number and location of such bulletin boards will be mutually agreed upon at the local level. Use of the bulletin board will be restricted to the business affairs of the Union and the display of the union shop card. Bulletin boards provided pursuant to this article will be at least 24"X 32" in diameter.

2.8 Badges, Insignia and Union Shop Cards

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

- (b) The recognized insignia of the Union will include the designation "BCGEU".

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority will be granted for the purposes listed below. Such leave will be subject to operational requirements and will not be unreasonably withheld.
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC;
 - (4) to employees representing the Union in collective bargaining;
- (b) Leave of absence without loss of pay and without loss of seniority will be granted for the purposes listed below.
- (1) to stewards, or their alternatives, to perform their duties pursuant to Clause 2.8 (Recognition and Rights of Stewards); or
 - (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours.
- (c) Long-term leave of absence without pay will be granted to employees designated by the Union to transact union business for specific periods. Such requests will be made in writing. Employees granted such leave of absence will retain all rights and privileges with no loss of seniority accumulated prior to obtaining such leave. Long-term leave of absence without pay and without loss of seniority will be granted:
- (1) for employees selected for a full-time position with the Union for a period of one year.
 - (2) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union for a period of three years.
 - (3) for an employee elected to any body to which the Union is affiliated for a period of one year;
 - (4) and the leave will be renewed upon request;
- (d) The Union and the employee will make every effort to provide as much written notice as possible, prior to the leave. The Employer will endeavour to provide as much notice of approval as possible.

(e) To facilitate the administration of Section (a) when leave without pay is granted, the leave will be given with basic pay and benefits and the Union will reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article will receive their current rates of pay while on leave of absence.

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

2.11 Technical Information

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

ARTICLE 3 - UNION SECURITY

3.1 Union Security

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

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

ARTICLE 4 - CHECK OFF OF UNION DUES

4.1 Check Off of Union Dues

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

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

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

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

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised will 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 will be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

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

(e) From the date of the signing of this agreement and for its duration, no employee organization other than the Union will 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.

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

(g) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment.

4.2 Membership Information

The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Note: if the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.

Column Order	Name	Format	Format Description
1	Member Last Name		
2	Member First Name		
3	Dues	XXXX.XX	No commas or dollar signs
4	Gross Wages for Period	XXXX.XX	No commas or dollar signs
5	Job/Position Title		
6	Service Start Date	yyyymmdd	
7	Status		Regular, Casual, etc
8	Work Location Name		
9	Work Location Address		
10	Member Address		
11	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
12	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Email		

4.3 Electronic Funds Transfer "EFT"

(a) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

- (b) Each EFT email will also include:
- (1) Employer name
 - (2) Pay period type (e.g. monthly, semi-monthly, biweekly, etc.)
 - (3) Pay period number
 - (4) Pay period end date
 - (5) Pay period pay date

ARTICLE 5 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

5.1 Employer and Union Will 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 will be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward, who will provide the employee with a copy of the collective agreement.
- (b) The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee.
- (c) The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Rights Reserved

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

6.2 Employer Rules

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

- (a) A union bargaining committee will be elected and consist of:

(1) for a single worksite table: a maximum of three representatives of the bargaining unit, and one alternate.

(2) for a common table: a maximum of two representatives of the bargaining unit, and one alternate.

(b) Leave of absence to prepare for and attend negotiation sessions will be administered in accordance with Clause 2.10 (Unpaid Leave - Union Business).

7.3 Union Representatives

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

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

7.4 Joint Labour/Management Committee

(a) The parties agree to establish a joint committee composed of three employees appointed by the Union and three representatives of the Employer.

(b) The Joint Committee will meet quarterly or at the call of either party at a mutually agreed time and place. Employees will not suffer any loss of basic pay for time spent attending meetings of the Committee.

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

(d) The Committee will not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee will 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 will have the power to make recommendations to the parties on the following:

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

(2) correcting conditions causing misunderstandings;

(3) dealing with matters referred to it in this agreement;

(4) to review workplace best practices and workload issues.

Minutes of joint committee meetings will be transcribed by the Employer and distributed to committee members.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to where 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 will be the grievance procedure in this article.

8.2 Step 1

- (a) In the first step of the grievance procedure every effort will be made to settle the dispute with the designated local department head. The aggrieved employee will 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 union steward, to Step 2 of the grievance procedure.
- (b) Where the aggrieved employee is a steward, they will not act as a steward in respect of their own grievance but will submit the grievance through another steward or union staff representative.
- (c) A grievance will not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and their immediate department head in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

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

- (a) 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
- (b) 21 days after the date on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

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

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

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

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

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9 - 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.

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by registered mail, priority post, facsimile or email.
- (b) Grievances, replies and notification will be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section will not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties.

8.10 Management Grievance

- (a) The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or their designate presenting the grievance to the President of the Union or the Union area staff representative.
- (b) Failing satisfactory settlement at Step 3 and pursuant to Article 9 - Arbitration, the Employer may inform the President or their designate of their intention to submit the dispute to arbitration within:
 - (1) 21 days after the Union's response has been received; or
 - (2) 21 days after the Union's decision was due.

8.11 Failure to Act

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

8.12 Deviation from Grievance Procedure

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

grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance will be considered to have been abandoned.

8.13 Policy Grievances

- (a) Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute will be discussed initially with the General Manager, their designate or the Union within 21 calendar days of the occurrence.
- (b) Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 - Arbitration of this agreement.

8.14 Dismissal or Suspension

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

8.15 Technical Objections to Grievances

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

8.16 Investigator

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

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

Each party will pay one-half of the fees and expenses of the Investigator described within this article.

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

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party

within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

9.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it will indicate to the other party of the agreement within 14 days.
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 3 - List of Arbitrators/Investigators.
- (c) If the parties fail to agree on an arbitrator, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.

9.3 Arbitrator Procedure

The Arbitrator may determine their own procedures in accordance with the *Labour Relations Code* and will give full opportunity to all parties to present evidence and make representations. They will hear and determine the difference or allegation and will make every effort to render a decision within 30 days of their first meeting.

9.4 Decision of the Arbitrator

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

9.5 Disagreement on Decision

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

This procedure will be used for clarification purposes only and not to introduce new issues.

9.6 Expenses of Arbitration

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

9.7 Amending Time Limits

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

9.8 Witnesses

At any stage of the grievance or arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

9.9 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 will apply:

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decisions will be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions will have no precedential value and will not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing will be without prejudice;
- (f) the parties will equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who will act as a sole arbitrator, will be mutually agreed to by the parties.

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

9.10 Settlement Officer

The parties may agree, within 45 days of the completion of the steps of the grievance procedure preceding a reference to arbitration, may request to appoint a settlement officer to confer with the parties to assist them to settle the difference as per Section 87 of the BC Labour Relations Code.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause will rest with the Employer, except in the case of probationary employees where the burden of proof will be unsuitability for continued employment. That is, the Employer will demonstrate valid work-related reasons as to why a probationary employee has been dismissed. This includes, but is not limited to, the employee not meeting the Employer's defined standards and quality of care and teamwork.

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand, letters of suspension, and adverse reports or employee appraisals. An employee will 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 will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- (b) Upon the employee's written request, any such document, other than official performance appraisals will be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction of the same issue.

(c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of 24 months from the date it was issued provided that there has not been any further infractions of resident abuse.

(d) In the event a disciplinary document is placed on an employee's file without their knowledge contrary to (a) above or remains on an employee's file after the expiration times specified in (b) and (c) above, it will not be introduced as evidence in any hearing and will not be relied upon for determining further discipline.

10.4 Employee Performance Appraisals

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

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

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

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

10.5 Personnel File

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

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

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

10.6 Right to Have Steward Present

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

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

10.7 Employment Abandoned

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

- (a) Seniority will be calculated to include time spent on:
 - (1) Paid holidays;
 - (2) Paid vacation;
 - (3) Sick leave;
 - (4) Union leave;
 - (5) Pregnancy, parental and adoption leave;
 - (6) leave during which time an employee is in receipt of wage-loss benefits pursuant to Part 4 of the *Workers Compensation Act* in respect of a claim from this Employer.
 - (7) leaves under Part 6 of the *Employment Standards Act* of BC;
 - (8) seniority will accrue for up to 20 days of approved unpaid leave of absence in a calendar year; and
 - (9) Other approved paid leaves of absence.
- (b) For the purpose of (5), (6), (7), and (8) above, straight-time paid hours will be estimated based on the average weekly straight-time paid hours in the 30 days preceding the leave. Where the employee has been an employee for less than 30 days straight-time paid hours will be based on the employee's average weekly straight-time hours paid since date of hire.
- (c) If an employee leaves the bargaining unit to fill a position with the Employer they will not accrue seniority for the hours worked outside the bargaining unit but will retain their accrued seniority which will be immediately reinstated if they return to the bargaining unit within six calendar months, or within an extended leave if mutually agreed by the Union and Employer.
- (d) Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by the date and time of the employee's interview.
- (e) Upon completion of the probationary period, the initial date of employment will be used in determining benefits and seniority hours.

11.2 Seniority Lists

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

11.3 Loss of Seniority

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

- (a) they are discharged for just cause
- (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 10.7 (Employment Abandoned);
- (e) they are on layoff and fail to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within 14 calendar days after being notified of recall by registered mail, or
- (f) they leave the bargaining unit to fill a position with the Employer and do not return to the bargaining unit within six months, or within an extended leave if mutually agreed between the Union and the Employer.

11.4 Same Seniority

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

ARTICLE 12 - VACANCY POSTINGS**12.1 Postings**

- (a) A posting will be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position will not constitute a vacancy.
- (b) Where ongoing, non-relief hours, have been available for more than six months, and it is reasonably believed that they will continue, such hours will be posted as a new position.
- (c) A change in the starting or quitting times, shift schedules, or scheduled days off will not constitute a vacancy provided the change is consistent with operational requirements and the provisions of the collective agreement. Where the Employer does effect changes in starting or quitting times, shift schedules or scheduled days off, the newly changed shifts will be offered to the affected employees in order of seniority.

- (d) The Employer agrees to post such vacancy or new job in the worksite and online, for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven-day period in order to be considered by the Employer.
- (e) The posting will contain the following information: title of the job, qualifications, nature of the position, present hours of work, primary neighbourhood, wage rate or range and expected start date. All postings will also state *"this position requires union membership"*.
- (f) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less will be filled in accordance with Clause 29.6 (Casual Call-in).
- (g) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.
- (h) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (i) An employee granted a temporary promotion or transfer will return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.
- (j)
 - (1) An employee may apply for any temporary vacancy but is expected to complete the term of the vacancy;
 - (2) Notwithstanding (1) above, an employee working in a temporary vacancy may apply for a subsequent temporary vacancy without completing the current temporary vacancy once per calendar year.

12.2 Eligibility to Apply for Postings

- (a) Employees who post into any temporary vacancy in the same classification are expected to complete the term of the vacancy. This will not apply in circumstances where a new temporary vacancy provides additional hours and/or eligibility for benefits.
- (b) Notwithstanding (a) above, an employee working in a temporary vacancy may apply for a subsequent temporary vacancy, with no additional hours and/or benefits, without completing the current temporary vacancy once per calendar year.

12.3 Selection Criteria

- (a) Applications from qualified employees will be considered prior to applications from non-employees.
- (b) The successful applicant will be determined on consideration of the required qualifications and education; skills and abilities; experience and knowledge; and seniority. Equal weight of 30% will be given to each of the first three criteria and 10% will be given to seniority. Where two or more applicants are relatively equal, the one with the greater seniority will be selected. Employees will be considered relatively equal if their final selection scores are within 15% of each other.
- (c) Where the successful applicant is coming into the job from a lower classification that employee will be paid at the start rate of pay for the new classification as set out in the wage schedule or at the first step that provides an increase in pay.

12.4 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. The probation period for part-time employees will not exceed six calendar months. An employee's probationary period may be extended by a maximum of three calendar months if the Employer and Union mutually agree.
- (b) In the case of probationary employees the Employer will demonstrate probable cause for dismissal per Clause 10.1 (Burden of Proof).
- (c) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee will have their hours of work as a casual at the facility credited towards their probationary period as required under this clause.
- (d) Where a casual employee has completed 488 hours of work at the facility and is reclassified to a regular employee such employee will not be required to serve another probationary period under Article 12 - Vacancy Posting but will be required to complete the qualifying period under Clause 12.5 (Qualifying Period).
- (e) New employees will be eligible for sick leave per Clause 18.1 (Sick Leave Entitlement) (a) and Article 24 - Health and Welfare Benefits after completing 488 hours of work at the facility.

12.5 Qualifying Period

- (a) When a vacancy is filled by an existing regular employee, the employee will be declared permanent in the new job after a period of 488 hours worked. In the event the successful applicant proves unsatisfactory in the position during the qualifying period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they will be returned to their former position, and wage/salary rates, 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.
- (b) Except where another posted position entitles the employee to more hours of work, increased basic pay or health and welfare benefits, an employee who is serving a qualifying period referred to in (a) above will not be entitled to apply for another posted position until they have completed the qualifying period.
- (c) Notwithstanding (a) above, the qualifying period does not apply to an employee who fills a vacancy for the same position as the one they held immediately prior to filling the vacancy (e.g. a care aid moving to another care aid position). However, where an employee changes positions in such circumstances, they will be ineligible to apply on another vacancy for the same position for a period of eight weeks.
- (d) Notwithstanding (b) and (c) above, an employee will be eligible to apply for another posting during their qualifying period once in a calendar year.

12.6 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.

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

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

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

12.7 Long-Term Absence Posting

- (a) If a regular employee is absent from their position for more than 24 months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 12 - Vacancy Posting.
- (b) When the employee who is on claim for more than 24 months is medically able to return to work, they will be placed into a comparable position. The requirement to post this position per this article will be waived for the employee. If the comparable job has a lower rate of pay than their former position the employee's higher rate of pay will be maintained and red-circled until the rate for the new position meets or exceeds the red-circled rate.

If there is no comparable position available, the returning employee will be given their rights under Article 13 - Layoff and Recall.

12.8 Temporary Vacancies

Vacancies of a temporary nature, which exceed or are expected to exceed two months, will be posted as per Clause 12.1 (Postings).

12.9 Interviews

An applicant for a posted position with the Employer, who is not on a leave of absence without pay and who has been called for an interview, will suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

"Layoff" is:

- (a) A cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) A reduction in hours of work by the Employer of greater than 6% of an employee's weekly scheduled hours of work, or that results in a change in the employees' status or results in the loss of eligibility for health and welfare benefits.

13.2 Reduction of Hours

- (a) Both parties recognize that job security will increase in proportion to length of service. In the event of layoff and recall pursuant to this article, consultation will occur through the Joint Labour/Management Committee.
- (b) The Employer will provide written notice of any reduction of hours or layoff to the affected employee(s) and will provide a copy of such notice to the bargaining unit Chairperson and the union staff representative within 24 hours of the time it is provided to the employee(s).
- (c) Reduction in hours will be based on seniority, providing that affected employees have the qualifications and ability to perform the duties of the position.
- (d) Any regular employee offered a reduction of hours will have the right to choose layoff as per Clause 13.1 (Definition of Layoff).
- (e) Any regular employee offered a reduction of hours will be given two weeks' notice of the reduction.

13.3 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employee(s), the Employer may canvass any employee, or group of employees, to invite:
 - (1) placement into a vacant regular position for which the employee is qualified; or
 - (2) voluntary layoff.

The Employer will advise the employees of the number of individuals likely to be affected by a prospective layoff and the number of hours to be cut.

- (b) Where an employee selects an option above, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) The Employer will allow a minimum seven-day period in which responses from employees will be received for consideration.

13.4 Layoff, Bumping and Recall

- (a) In the event of a layoff, and where no employee volunteers pursuant to Clause 13.3 (Pre-Layoff Canvas) above, the following will apply:
 - (1) employees will be laid off by job classification in reverse order of seniority within a department;
 - (2) Employees who are laid off or bumped will choose one of the following options:
 - (i) placement into a vacant position, provided the employee is qualified to do the job; or
 - (ii) bump the least senior employee with the equivalent number of hours per week or within 6% fewer hours per week, provided the employee is qualified to do the job of the less senior employee and provided the bumping does not result in a promotion; or
 - (iii) elect to receive working notice as outlined in Clause 13.6 - Notice or Pay in Lieu of Notice below.

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

- (3) At the employee's request, an employee designated for layoff will be placed on the casual call-in list, in accordance with their seniority, and will retain the right of recall.
- (b) Employees on layoff will be recalled by classification in order of seniority, on the basis of last off first on, subject to ability to do the work available.
- (c) Laid-off regular employees will retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year.
- (d) New employees will not be hired into regular positions until those laid off in that classification have been given an opportunity of recall.
- (e) The Employer will send notice of recall by registered mail to the employee at their last known address. An employee who is recalled to work after layoff must return to work within seven days of receipt of the notice of recall. If the employee must serve notice at their current job, they will have 14 days to return to work.
- (f) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

13.5 Notice or Pay in Lieu of Notice

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

13.6 Job Fairs

In the event of a reduction of hours affecting a majority of the employees in a classification, and by mutual, written agreement between the Employer and Union, the Employer may utilize a job fair process to

minimize the disruption to employees and services to clients. Only regular employees will be eligible to participate in the job fair process.

The process to be used for job fairs is as follows:

- (a) the Employer will post or otherwise provide the proposed schedule for seven calendar days so that impacted regular employees have an opportunity to review it.
- (b) Within a further seven calendar days, the impacted regular employees will select their lines on the new schedule in order of seniority, from the most senior to the least senior. An employee may only exercise their seniority in respect to a line for a classification in which they hold a regular position.
- (c) Impacted regular employees will have the option of accepting layoff instead of choosing a line on the new schedule. If an employee chooses layoff and to receive working notice under Clause 13.6 (Notice or Pay in Lieu of Notice) they will be placed on the casual and recall lists for 12 months.
- (d) Any regular employee without a line in the new work schedule will be given notice of layoff in accordance with Clause 13.4 (Layoff, Bumping and Recall) and Clause 13.5 (Notice or Pay in Lieu of Notice).
- (e) Any positions remaining vacant at the end of the job fair process will be posted in accordance with Clause 12.1 (Postings).

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoff and recalls must be initiated at Step 2 of the grievance procedure.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

- (a) The hours of work of a full-time employee will be a minimum of seven hours and maximum of 10 hours per day; an average of not less than 35 hours and not more than 40 hours per week; and a minimum of 1820 hours and maximum of 2080 hours annually, exclusive of unpaid meal periods.
- (b) The hours of work of a regular part-time employee will not be less than four hours per day.
- (c) Where the Employer designates an employee to be in charge and they cannot leave the building during their meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.
- (d) Where an employee is directed by the Employer that they cannot leave the building during their meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.

See Information Appendix 1 Worksite Hours/Overtime for hours of work specific to each worksite.

14.3 Scheduling

- (a) The Employer will arrange all shift schedules and post them at least 14 days in advance of the effective date.

(b) Employees will not be permitted or required to work in excess of six consecutive shifts. The seventh consecutive day must be scheduled off giving the employee a break of at least 24 consecutive hours.

Full-time employees who work a rotation with 3 or more days off in a row may choose to accept additional hours up to the maximum allowable weekly full-time hours at straight-time on the third or fourth day off. Part-time employees may choose to accept additional hours up to the maximum allowable weekly full-time hours at straight-time without receiving two consecutive days off, provided they do not work in excess of six consecutive days.

(c) There will be no split shifts.

(d) An employee reporting to work at the call of the Employer will 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 of pay if they commence work with the exception of (g) below.

(e) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next regular shift, the employee will not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

If the employee is required to report for work at the regular start time, overtime rates will apply to hours worked on the succeeding shift which fall short of the eight-hour period.

Where a regular employee exercises seniority rights to work extra hours, any of which fall within the eight-hour period from the finish of the previous shifts, the employee will not be entitled to overtime referred to above.

(f) Where the Employer makes changes to shift schedules or rotations within one or more classifications, the shifts and/or rotations will be offered to regular employees within a job classification in seniority order. No regular full-time employee will suffer a loss of annual hours due to a shift schedule or rotation change.

(g) The Employer will ensure that no regular rotation contains a shift with less than four consecutive hours. Every reasonable effort will be made to ensure that service increase hours are scheduled at not less than four-hour shifts.

(h) Rotations will only be changed after consultation with the Union and employees, using the following process:

(1) The Employer will advise the Union in writing of its desire to change a shift rotation. The written notice will contain the details of the proposed change, the reasons for and anticipated benefits of the proposed change, the classification(s) affected, and a list of the employees who would be impacted by the change.

(2) The Union will meet with the affected employees to advise them of the Employer's proposal, to discuss the proposed change and its' implications, possible alternatives to the proposed change and to select a committee to represent the affected employees in further discussions with the Employer.

(3) The Employer, Union and Committee will meet to discuss the proposed change and alternatives that may be acceptable to both parties.

- (4) Any change to a rotation will be in writing at least 14 days in advance and will include the details of the new rotation including the initial shift schedule.
- (i) Where the Employer plans to implement a significant change in the shift schedule of regular employees which will affect a majority of employees in the rotation, the change may be made provided that:
- (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith;
 - (2) the employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees; and
 - (3) if there is a change in rotation, that rotation will be posted for 14 days in advance. Employees who have been directly impacted by the change in rotation will have seven days after the close of the posting to bid on a maximum of three shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on clause 12.3 (Selection Criteria).
- (j) "Regularly scheduled day of rest" in this article and Article 15 - Overtime means the first two days off in a regular full-time employee's scheduled work rotation.

14.4 Exchange of Shifts

Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given, the shifts occur within two pay periods and there is no increase in cost to the Employer. The General Manager or designate may approve shift exchanges with less than 48 hours' notice. Approval for exchange of shifts will not be unreasonably withheld.

14.5 Premiums and Shift Differentials

- (a) Employees will be entitled to shift differentials on the following basis:
- (1) \$1 per hour for all hours worked on the evening shift;
 - (2) \$2 per hour for all hours worked on the night shift;
 - (3) 85¢ per hour for all hours worked between 00:01 hours Saturday morning until 23:59 hours Sunday evening.

"*Evening shift*" means any 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).

(b) *In Charge Duties and Premium*

- (1) LPNs designated to be In Charge will be paid an in charge premium of \$2 per hour for the hours worked.
- (2) The in charge premium will be in addition to any shift differential but not be included in the calculation of overtime or any benefit coverage or costs.

(c) *On Call Differential*

Employees required to be on-call will be paid an on-call differential of \$2 per hour, or portion thereof. The minimum on-call requirement will be four consecutive hours.

(d) *BSTN / Behavioural / Special Care Unit Premium*

Employees working on locked BSTN, Behavioural, or Special Care units will receive a premium of \$3 per hour for all hours worked on the unit but not be included in the calculation of overtime or any benefit coverage or costs.

14.6 Rest and Meal Periods

(a) There will be a 15-minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15-minute paid rest period.

(b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and will be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate, provided that the total hours worked exceeds those set out in Clause 14.2 (Hours of Work). Employees who are required to remain on the premises during a meal period will be paid for a full shift, inclusive of a paid meal break.

(c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

(d) The actual time of the meal break or the combining of a rest period with a meal break may be varied by mutual agreement at the local level.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

(a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2 (Hours of Work) will not be claimed or received for work which is less than 15 minutes. All work less than 15 minutes in excess of the hours of work outlined in Clause 14.2 (Hours of Work), will be paid at straight-time rates of pay. Work in excess of 15 minutes will be paid at the applicable overtime rate.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times the straight-time rate.

(d) "*Double-time*" means two times the straight-time rate.

15.2 Authorization and Application of Overtime

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

15.3 Right to Refuse Overtime

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

15.4 Overtime for Part-Time Employees

(a) A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular workday, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

Overtime rates will apply to hours worked in excess of the normal hours in the workday of a full-time employee.

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

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

15.5 Overtime Compensation

(a) Overtime worked will be compensated at the following rates:

(1) time and one-half for the first three hours of overtime on a regularly scheduled workday; and double-time for all hours worked in excess of three;

(2) full-time employees will be paid time and one-half for all hours worked on their regularly scheduled day of rest except that employees working a 4 on 2 off 7.5 hour shift rotation may choose, in accordance with Clause 29.7 (Casual Call-in Procedure), to work one additional shift at straight-time rates of pay in any week they only have 30 hours regularly scheduled.

(3) subject to Clause 15.4 (Overtime for Part-Time Employees), part-time employees will be paid time and one-half for all hours worked on the employee's scheduled day of rest, but employees will not have the day off rescheduled.

(4) "*Regularly scheduled day of rest*" in this article and Article 14 - Hours of Work means the first two days off in a regular full-time employee's scheduled work rotation.

(b) Overtime will be compensated, at the employee's option, in cash, time off in lieu of overtime or a 50/50 combination of both. Overtime off will be scheduled at a mutually agreeable time. An employee who has opted for compensating time off in lieu of overtime premium pay will take the time off within six months of earning it. If the accumulated time off is not taken within six months, it will be paid on the employee's next regular paycheque.

(c) Employees will not be required to take unpaid time off during regular hours to make up for any overtime worked.

15.6 Call Back

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

15.7 Rest Interval

A regular employee required to work overtime beyond their regularly scheduled shift will be entitled to eight clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee will not be required to report to work until there are eight clear hours

between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

15.8 Shift Exchanges

In no event will any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 14.4 (Exchange of Shifts).

15.9 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 will be provided with a meal at the Employer's expense.

15.10 Assignment of Overtime

(a) When overtime is required, the Employer will offer available overtime equitably in order of seniority as follows:

- (1) first to full-time employees; then
- (2) to part-time employees; and
- (3) finally to casual employees.

Overtime will be assigned by individual shifts.

(b) In order to be called for available overtime an employee must notify the Employer, in writing, of their desire to work overtime. If an employee does not provide written notification they will not be called for overtime.

(c) An overtime log will be maintained showing the date, the name of the person called, the time called, and the name of the employee who has been assigned overtime, the date the overtime was worked and the name of the person assigning the overtime. The log will be available for employees to review should they have questions around the assignment of overtime. The log will be made available to the Union in the event of a grievance regarding the assignment of overtime.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

(a) The following are recognized as statutory holidays at the facility:

New Year's Day	Labour Day
Family Day	Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

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

(c) An employee will have the option of working Boxing Day and Easter Monday if their worksite is open in exchange for two paid days off to observe religious holidays and/or other ethno-cultural holidays other than those referenced in Clause 16.1 (Paid Holidays). Employees exercising this option

will not be entitled to compensation on Boxing Day and Easter Monday and will provide the Employer with the dates of the alternative two days for which leave will be requested at least 30 days prior to the date of the paid day off and 30 days prior to the exchanged paid day listed within this provision. It is understood that this clause involves no increased costs to the Employer.

16.2 Scheduling of Paid Holidays

- (a) The Employer will identify on the work schedule the day which corresponds to the regular full-time employee's statutory holiday entitlements. Every effort will be made to schedule statutory holidays as additions to the regular full-time employee's two regularly scheduled days off so that regular employees will receive as many three-day breaks during each year as possible.
- (b) Ten of the 13 paid holidays will be scheduled throughout the year by the employer.
- (c) Three of the 13 paid holidays will be designated as 'floating' (meaning unscheduled by the Employer) and to be taken at the discretion of the employee. The floating paid holidays will be Family Day, Easter Monday and BC Day.
- (d) Regular full-time Employees will submit a written request for the scheduling of 'float' paid holiday.
- (e) The regular full-time employee will provide the General Manager with fourteen days' notice of their request for the time off with the approval subject to operational requirements.
- (f) The Employer will respond in writing to such employee requests within seven days of receipt of the request.
- (g) A regular full-time employee may by mutual agreement about float days to scheduled vacation. Such request will not be unreasonably withheld, subject to operational requirements.
- (h) A regular full-time employee cannot accumulate more than three 'floating' paid holidays in any period of time.
- (i) These three floating paid holidays cannot be carried forward to the following year.
- (j) In addition to (a) above, an employee who works on any of the above noted paid holiday, will be compensated at the rate of time and one-half for all hours worked and will receive a day off in lieu.
- (k) Each 'floating' paid holiday that is not taken by December 31st will be paid out by the Employer.
- (l) Part-time employees will be paid out for statutory holidays in the pay period in which the holiday occurs in lieu of scheduled paid days off for paid holidays. These holidays, inclusive of float days, will be scheduled into the system.
- (m) Casual employees will receive statutory holiday pay at 5.2% of earnings in lieu of scheduled paid days off for paid holidays.
- (n) The paid holidays will be pro-rated for part-time employees and for casual employees who post into a regular full-time position during the calendar year.

16.3 Holiday Coinciding With a Day of Vacation

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

16.4 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts will have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees will indicate their preference in writing on the vacation request form by March 1st of each year.

16.5 Paid Holiday Pay

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

ARTICLE 17 - ANNUAL VACATION**17.1 Vacation Entitlement**

- (a) Regular employees are eligible for paid vacation time per year as contained in the worksite specific appendices.
- (b) During the probationary period of employment, an employee earns but cannot schedule vacation.
- (c) The vacation year runs from January 1st through December 31st.
- (d) Vacation entitlement will be prorated based on total straight-time hours paid.
- (e) Employees may take their full vacation entitlement at any time in the vacation year. If an employee terminates their employment and has taken more vacation than earned, the unearned amount will be deducted from the employee's final paycheque.
- (f) During an employee's first year of employment, the employee may take a partial vacation prior to December 31st of that year, up to the amount of vacation pay they have accrued at the time of vacation.
- (g) A single vacation period, which overlaps the end of a vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

17.2 Vacation Earnings for Partial Year

- (a) Where employment is terminated, employees will be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and will not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before they have completed five working days of employment is not entitled to annual vacation pay.

17.3 Vacation Carryover

- (a) An employee may carry over up to 10 days' vacation leave. Such carried over vacation must be taken during the following vacation year. Employees planning to carry over vacation leave credits will notify their department supervisor, in writing, by January 1st of each vacation year.
- (b) Failure by an employee to schedule these vacation days by January 1st of the third year will result in the Employer scheduling this vacation during the year. There will be no pay settlement for these vacation days. Carried over vacation must be taken before the current years' vacation is used.
- (c) The rate of pay used to calculate the employee's vacation time will be based upon the rate of pay to which the employee was entitled when the vacation was earned.

17.4 Call back and Cancellation of Pre-Approved Vacation

- (a) Employees who have commenced their annual vacation will not be called back to work, except in cases of emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they will be reimbursed for all reasonable expenses incurred thereby by themselves 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 will not be counted against their remaining vacation time.
- (d) The employer will not cancel an employee's approved vacation except in emergency. Upon submission of proof of payment the employer will reimburse the employee for out of pocket expenses covering pre-paid travel and accommodation expenses.

17.5 Vacation Scheduling

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

17.6 Vacation Schedules

- (a) Employees will submit their vacation requests to their supervisor on or before:
 - (1) November 1st for the period January 1st through April 30th; and
 - (2) March 1st for the period May 1st through December 31st.
- (b) An employee who does not exercise their seniority rights by the cut-off dates stipulated above, will 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, will not be changed except in cases of emergency or with the mutual agreement of the Employer and employee.
- (d) The Employer will approve or deny vacation requests submitted by November 1st and March 1st of each year by November 16th and March 16th. Requests for vacation submitted after November 1st and March 1st will be approved or denied within two weeks of receipt of the request. Approval or denial will

be in writing. In the event the Employer denies a vacation request the reasons for the denial will be included in the written notice.

17.7 Vacation Pay

Regular employees will continue to receive their regular paycheque for all regularly scheduled hours during their vacation leave. The annual vacation amount of pay will be equivalent to their vacation pay earned.

17.8 Vacation Credits Upon Death

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

17.9 Reinstatement of Vacation Days

In the event an employee is qualified for compassionate leave, sick or injured prior to the commencement of their vacation, or on any other approved leave with pay during the employees' vacation period, there will be no deduction from the vacation credits for such leave. The vacation period so displaced will 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 will be reinstated for use at a later date.

17.10 Family Illness or Emergency

In the event of a family illness or emergency an employee will be entitled to use accumulated vacation time in order to care for the family member and/or deal with the emergency.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

- (a) Regular employees who have completed their probationary period will be entitled to nine days sick leave per year, accrued at the rate of 0.365 days per pay period to a maximum bank of 29 days (217.5 hours). Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date.
- (b) Sick leave will be paid at 100%. There is no pay out of sick leave banks.
- (c) After five consecutive days of sick leave, or if a pattern of absences has been noted, or where the employee's activities appear inconsistent with their sick leave the Employer may request a medical note.
- (d) When an employee is on Employer paid sick leave, all benefits contained in this Agreement will continue to accrue.
- (e) Following the expiration of Employer paid sick leave, employees will be placed on an unpaid leave of absence until such time as they return to work or are deemed permanently unable to return to work.
- (f) Regular employees transferring to casual status will have their sick leave bank frozen and inaccessible while their status remains as a casual employee. The frozen sick credits will be eliminated if the casual employee has not returned to regular status within 12 months of leaving their regular position. All sick leave credits are cancelled when an employee's employment is terminated.

(g) With the exception of a medical note, where the Employer requires a medical assessment from the employee's physician or nurse practitioner specifying the employee's employment limitations and/or capabilities prior to returning to work, the assessment will be at the Employer's expense.

18.2 Leave for Medical and Dental Care

Leave for Medical and Dental Care - where it is not possible to schedule medical, physiotherapy, optical, and or/dental appointments outside regularly scheduled working hours, reasonable time off for such appointments for employees will be permitted with the prior approval of the Employer. Sick leave with pay will be granted.

18.3 Medical Certificates/Verification

(a) The General Manager may require employees who are absent from work due to illness for more than five consecutive shifts, or exceed five sick leave occurrences in one calendar year or appear to have a pattern of absences, or where circumstances indicate it is necessary, to provide verification of illness. Acceptable forms of verification will be reasonable and sufficient for the circumstances and may include a medical certificate.

(b) The cost of obtaining a medical certificate will be borne by the employee.

18.4 Employee to Inform Employer

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

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

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

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

18.5 Expiration of Sick Leave Credits

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

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

Employees who wish to continue to coverage under Article 24 - Health and Welfare Plans may do so provided the employee pays the full cost of the premiums.

18.6 Sick Leave Credits

The Employer will advise an employee, in writing, of their accumulated sick leave credits in the months of January and July.

18.7 Probationary Period

During the probationary period, after 90 consecutive days of employment, an employee is entitled to sick leave of up to five paid and three unpaid days. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

18.8 Third Party Coverage

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay will rank after the ICBC. Notwithstanding such liability, the Employer will pay the employee such sick leave pay as would otherwise be payable under this agreement.

The employee will not be obliged to take action against the ICBC, but the Employer will 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 will 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 will be proportionately reinstated.

18.9 Return to Work Following Illness or Injury

(a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within a reasonable period of time, providing they are fit to perform the full duties required of the position or the duties of the position after accommodations have been made to match the employee's medically identified limitations or restrictions.

(b) Opportunities for early safe return to work for employees on sick leave are covered in the Memorandum of Agreement 1 - Early Safe Return to Work.

18.10 Family Illness

In the event of a sudden serious illness of a spouse or child residing with the employee, and when no alternative person to care for the sick person is available and provided that the employee has made every effort to provide alternative care, the employee may use their accumulated sick leave credits to care for the ill spouse or child.

ARTICLE 19 - WORKERS' COMPENSATION**19.1 Sick Leave/Workers' Compensation**

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

19.2 Benefits While on Compensation

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

- (a) seniority hours pursuant to Clause 11.1 (Seniority Defined) will continue to accrue;
- (b) vacation entitlement in Clause 17.1 (Vacation Entitlement) will continue to accrue;

- (c) the Health and Welfare provisions of Article 24 - Health and Welfare will continue to apply as if the employee were at work and the Employer will continue to pay its portion of the premiums.

19.3 Employee to Contact Employer

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

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

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

19.4 Early Safe Return to Work

Opportunities for early safe return to work for employees on WorkSafeBC claims are covered in the Memorandum of Agreement 2 - Early Safe Return to Work.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Standards Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support their request for such leave from a medical or nurse practitioner. There will be no interruption in the accrual of seniority or benefits provided for under Article 24 - Health and Welfare. Family member in this clause is defined in the *Employment Standards Act* and in the Family Member Regulation.

20.2 Bereavement Leave

- (a) Bereavement leave with pay will be granted, upon request, to regular employees in the event of a death of a spouse (including common-law), child, child's spouse, legal step-child, legal ward, legal guardian, parent, stepparent, foster parent, sibling, step-sibling, parents-in-law, siblings-in-law, aunt, uncle, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Bereavement leave with pay will be granted for three working days. Up to two additional days with pay will be granted for travelling time when this is warranted in the judgement of the Employer.
- (c) If an established ethno-culture or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take bereavement leave and any necessary travel time referred to in (b) above, at the time of the ceremonial occasion.
- (d) Additional leave without pay may be requested by an employee. The Employer will make every effort to grant additional bereavement leave of absence without pay.

- (e) If any employee is on vacation leave at the time of bereavement, the employee will be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (f) When bereavement leave of absence is granted, any concurrent paid leave credits used will be restored.

20.3 Unpaid Leave for Public Office

Employees will be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.4 (Unpaid Leave) and 20.5 (Health and Welfare Benefits While on Unpaid leave of Absence).

It is understood that public office may be a municipal, federal, provincial, First Nation or other Indigenous elected position.

20.4 Unpaid Leave

- (a) Subject to (b) below, an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice, when possible 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 will be subject to operational requirements and will not be unreasonably withheld.
- (b) Such leave will not be granted where the employee is assuming other employment. Leaves will not be extended beyond six months, except in exceptional or unusual circumstances.
- (c) Any employee who has been granted leave of absence and who overstays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, will be considered to have terminated employment without notice. An employee will be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (d) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee will not accumulate benefits or seniority from the 21st day of the unpaid leave to the last day of the unpaid leave.
- (e) Employees returning from unpaid leave of absence should provide the Employer with reasonable notice of their return.
- (f) Upon return from leave of absence, the employee will be placed in their former position, or if the former position no longer exists, in a comparable position ("*comparable*" includes a job with a salary range not more than 15% below the employee's original classification).

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

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

20.6 Unpaid Leave Under Part 6 of the Employment Standards Act

When an employee is on unpaid leave under Part 6 of the *Employment Standards Act* they will continue to accrue all benefits under the collective agreement and the employer will continue to pay its' share of the applicable health and welfare benefits.

20.7 Education Leave

(a) An employee will be granted leave with pay to take courses at the request of the Employer. The Employer will 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.

(c) An employee may request unpaid leave for the purpose of education. Such leaves will not be extended beyond one year, except in exceptional or unusual circumstances. Such leave will be requested and granted as per Clause 20.4 (Unpaid Leave.)

20.8 Jury Duty and Leave for Court Appearances

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

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

20.9 Domestic or Sexual Violence Leave

Employees are entitled to leave respecting domestic or sexual violence in accordance with section 52.5 of the *Employment Standards Act* of BC.

20.10 Family Responsibility Leave

Employees are entitled to up to five days of unpaid leave, consistent with the *Employment Standards Act*, during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any member of the employee's immediate family.

20.11 Election Days

Any employee eligible to vote in a federal, provincial or municipal election or referendum who does not have four consecutive hours free from their employment between the hours of the opening and closing of the poll on polling day, is entitled to have such time as may be required to provide them with four consecutive hours during the hours in which the polls are open in which to cast their ballot.

The period of time will be granted to each employee at the time of day that best suits the convenience of the Employer.

20.12 Alternative Days Off

Employees are entitled to up to two days leave of absence without pay to observe spiritual, cultural or Holy days not observed on days identified in Clause 16.1 (Paid Holidays). Such leave will not be unreasonably withheld and may be subject to operational requirements. The written request must be received 14 days in advance, provided it does not create an overtime situation for the Employer. Employees may use vacation, personal leave days, lieu days or floating paid holidays for this purpose.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

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

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

21.1 Pregnancy Leave

- (a) The pregnant employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under (b) above must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical or nurse practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical or nurse practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical or nurse practitioner stating that they are able to perform their duties. However, where operationally practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Pregnancy leave may be extended for up to an additional six weeks for health reasons where a qualified medical or nurse practitioner's certificate that confirms the employee is unable to return to work when the employee's leave ends is presented.

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Clause 21.1 (Pregnancy Leave,)

(2) in the case of the partner of the pregnancy parent, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical or nurse practitioner must certify that such an additional period of parental leave is required.

21.3 Leave without Pay

All leave taken under Article 21 - Pregnancy and Parental Leave is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 21.1 (Pregnancy Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clause 21.1(f) (Pregnancy Leave) and/or 21.2(c) (Parental Leave).

21.5 Return from Leave

(a) On return from leave, an employee will be placed in their former position or a comparable position if their former position no longer exists.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clauses 21.1 (Pregnancy Leave) or 21.2 (Parental Leave).

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on pregnancy or parental leave, the Employer agrees to pay the Employer's share of these premiums. If an employee fails to return to work, the Employer will recover the monies paid under this section.

21.7 Seniority Rights on Return to Work

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

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

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

21.8 Sick Leave Credits

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

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical or nurse practitioner's statement to the Employer, where there is a disease or condition in the place of

employment which could be harmful to pregnancy as determined by the qualified medical or nurse practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

21.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 21.1 (Pregnancy Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

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

An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Preamble

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Union agree to adhere to the provisions of the *Workers Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

All members of the Well-Being workforce share responsibility for protecting their own safety and health, and that of others affected by their actions, by working in compliance with prevailing regulations and standards and with safe work practices and procedures established by the Employer.

22.2 Safety Committee

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

- (a) up to four appointed by the Employer; and
- (b) up to six representatives or their alternate(s) as appointed by the Union.

The usual number of appointees will be two each for the Employer and Union.

The union representatives will be employees at the workplace.

22.3 Committee Responsibilities

The Joint Health and Safety Committee will function in accordance with the provisions of the Occupational Health and Safety (OHS) Regulation made pursuant to the *Workers Compensation Act*. Minutes of all Joint Health and Safety Committee meetings will be kept and copies of such minutes will be sent to the Employer and the union designate.

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

22.4 Injury Pay Provision

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

22.5 Transportation

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

22.6 Right to Refuse Unsafe Work

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

22.7 Lieu Time to Attend Meetings

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

22.8 Investigation of Accidents

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

In the event of a fatality, the Employer will immediately notify the President of the Union or their designate and the Bargaining Committee Chairperson.

22.9 Safety Orientation

The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products as required by WorkSafeBC Regulations. The Employer will also make readily available information, manuals and procedures for these purposes.

22.10 Vaccination and Inoculation

The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infection and disease among employees.

Where the Employer or Health and Safety Committee identifies high risk areas which expose employees to infectious diseases for which there are protective immunizations available, such immunizations will be provided at no cost to the employee.

22.11 Communicable Diseases

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) The Employer will, where required by law, upon becoming aware of a client with a communicable disease, immediately inform Public Health and will follow all directions from Public Health including the notification of affected employees, and any required vaccinations and/or other procedures as recommended by Public Health.

(c) Where a vaccination is recommended or required by Public Health, such vaccination will be made available to all employees who Public Health recommends receive such vaccinations at no cost to the employee.

(d) Employees will abide by the Employer policies and guidelines with respect to communicable diseases. The Employer will make available such written policies and ensure all employees have an opportunity to read and understand them.

22.12 Violent or Aggressive Residents

When the Employer is aware that a resident has a history of violent or aggressive behaviour the Employer will make such information available to employees. Upon admission or transfer of the resident, the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the violent or aggressive resident and on how to respond to residents' aggressive behaviour will be provided by the Employer. The Health and Safety Committee will be consulted on specific training needs.

22.13 Employees Working Alone

The Employer will set up a check-in procedure for all employees who work alone under circumstances where assistance would not be readily available to the worker in case of an emergency or in case the worker is injured or in ill health as outlined in the WorkSafeBC OHS Regulations. In consultation with employees who work alone and the joint safety and health committee the Employer will develop a check-in system with designated check-in/check-out times and procedures in place in the event of a missed check-in/out. The check-in system will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer will pay for any costs associated with the implementation of the procedure.

The provisions of this article will be consistent with the *Workers Compensation Act* and OSH Regulations.

22.14 Critical Incident Stress Debriefing

In the event of a critical incident within the workplace (which is an injury, fatality, or robbery, or other event that causes emotional or psychological trauma in people exposed to it) the employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafeBC's Critical Incident Response program. Leave to attend such a session will be without loss of pay.

22.15 Workload

(a) Employees who believe that they are subject to unsafe conditions will immediately report the problem(s) to the General Manager or their designate.

(b) Employees may refer safety-related concerns to the Occupational Health and Safety Committee for investigation under Article 22 - 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.

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

Any employee classified as a regular employee will be considered displaced by technological change when their services will no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

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

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

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

ARTICLE 24 - HEALTH AND WELFARE**24.1 Benefit Coverage**

The Employer will provide the following health and welfare plans to eligible employees and their families:

- (a) MSP: In the event premiums for the Medical Services Plan are reinstated the Employer will pay 100% of the premium;
- (b) Extended Health Plan;
- (c) Dental Plan; and
- (d) Group Life Insurance and Accidental Death and Dismemberment Insurance.

See Appendix 4 - Health and Welfare Benefits for details of the plans.

24.2 Commencement of Coverage

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

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

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

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

(c) *Casual Employees Working More Than 936 Hours*

Upon completion of 936 hours of work, casual employees will be given the option to enrol in the BC Medical Services Plan, Dental Plan and Extended Health Plan. An employee who chooses to enrol must enrol in all three benefit plans, unless they have Medical Services Plan coverage through their spouse, in which case they must enrol in both the Dental Plan and Extended Health Plan. The premiums will be 100% employee paid.

Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer will terminate the benefits. Thereafter, the employee will only be entitled to re-enrol if the employee so elects between December 1st and December 15th in any year to be effective the following January 1st.

(d) *Casual Employees Working Regular Assignments of less than 6 month with extensions*

Where a job posting of less than six months duration is filled by a casual employee under (b) above, and where the assignment has been extended by the Employer beyond six months, the casual employee will be entitled to the health and welfare plans specified under this article as outlined in (b) above. Benefits will apply for the duration of the specified temporary assignment only and will commence the first day of the calendar month immediately following the extension which takes the assignment beyond six months.

It is understood that temporary positions per Clause 12.8 (Temporary Vacancies) do not need to be reposted should the Employer decide to extend them.

24.3 Change of Carrier

Should the Employer change carriers/provider during the term of the collective agreement, benefits and benefit levels will remain the same or better.

24.4 Employer to Arrange for Coverage

The Employer's obligations and liability with regard to providing the extended health and welfare benefits specified in this collective agreement is in all events limited to arranging and paying premiums for the underwriting coverage by the insurer(s) and the internal procedural administration of the plans. The Employer cannot be held liable for refusal by the insurer(s) to underwrite any plan, for cancellation of coverage of any plan by the insurer(s) or for the rejection of any claim(s) by the insurer(s).

ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES

25.1 Uniforms or Special Clothing

Where the Employer requires a uniform to be worn, the supply, repair and laundering of such uniforms will be the responsibility of the Employer.

25.2 Protective Clothing

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 Paydays**

- (a) Employees will be paid biweekly by direct deposit.
- (b) The Employer agrees to provide 30 days' notice of a change in the designated payday.
- (c) The distribution of paycheque stubs will be as per current practices.
- (d) Pay statements given to employees on their payday will include the following, where applicable:
 - (1) the current paid hours and pay for that pay period;
 - (2) hours worked for the year to date;
 - (3) any overtime, sick leave, vacation or other leave taken;
 - (4) current status of banks, i.e., paid holidays, sick leave, vacation;
 - (5) all statutory deductions;
 - (6) benefit premiums for LTD/Group Life; and
 - (7) statutory holidays paid.

26.2 Pay on Temporary Assignment

- (a) When an employee temporarily relieves in a higher paying position included in this agreement for which the basic rate of pay is established, they will receive the rate for the job. When an employee temporarily relieves in a higher paying position, they will receive the rate in the salary range which is next higher to their present rate.
- (b) Where an employee within the bargaining unit is temporarily assigned to duties of a management position which is excluded from the bargaining unit the employee will not be eligible to receive lead hand premiums.

When the Employer is assigning such positions, the Employer will ensure consideration is given to current employees.

- (c) An employee temporarily assigned by the Employer to a position with a rate of pay lower than their rate of pay will maintain their regular rate of pay.

26.3 Mileage and Cellular Phones

- (a) An employee will not normally be required to use their personal vehicle to perform the Employer's business.
- (b) Where an employee agrees to the use of their personal vehicle in the performance of the Employer's business, the Employer will cover the premium costs of any additional vehicle insurance required.
- (c) An allowance of 60¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.
- (d) The Employer will pay for reasonable parking expenses incurred by an employee who uses their own vehicle in the performance of their duties.
- (e) The Employer will provide a cellular phone to employees for use while working away from the facility. The use of such cellular phones will be compliant with the Employer's policies and motor vehicle regulations on cellular phone use.

26.4 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six calendar days of the date of their resignation.
- (b) When an employee is laid off or their services are terminated, the Employer will pay all wages owing to the employee within 48 hours, exclusive of Saturdays, Sundays or holidays.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS**27.1 Job Descriptions**

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

27.2 New Classifications/Duties**(a) Notice of New Positions**

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

(b) Notice of Changed Positions

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer will 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 will 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 will be effective from the date on which the changes were implemented.

ARTICLE 28 - GENERAL CONDITIONS**28.1 Indemnity**

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

- (a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.
- (c) In order that the above provisions will be binding upon the Employer, the employee will notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

28.2 Employer Property

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

28.3 Copies of Agreement

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

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

28.4 Volunteers, Practicum Students and Bargaining Unit Work

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

28.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer will pay, up to a maximum of \$250, for the repair or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

28.6 Employee Access to Leave Records

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

28.7 Mandatory Attendance at Meetings or Training

- (a) Members who are required to attend mandatory meetings or training outside their normal working hours will be paid at straight-time hours for the duration of the meeting or training. If the total duration of a mandatory meeting or training is a full day, employees who attend outside their normal working hours will be paid at straight-time and will receive the equivalent unpaid hours in lieu to be scheduled at a mutually agreeable time.

- (b) When the meeting or training is voluntary, the employee has no obligation to attend.

28.8 Employee's Notice of Resignation

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

28.9 Coverage for Regular Service Hours

The Employer will make every reasonable effort to cover vacancies that occur within regular positions.

28.10 Criminal Records Checks

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC.

28.11 Lock-up for Personal Effects

The Employer will not, without reasonable grounds, enter a locker without the presence of the employee and the shop steward. Within seven days of termination, if an employee has not already cleared the locker, that employee may assign in writing a co-worker to clear the locker. At the expiration of seven days, if the locker has not been cleared the Employer may enter the locker in the presence of the shop steward or alternate.

ARTICLE 29 - CASUAL EMPLOYEES**29.1 Employment Status**

- (a) Casual employees are employed on an "on call" basis to cover the absences of regular employees and to augment staff during peak periods. Casual employees will be considered internal applicants when applying for vacancies.
- (b) A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy.

29.2 Seniority

- (a) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business. Casual employees will not accumulate seniority greater than the equivalent of full-time hours in any given calendar year.
- (b) Upon return to work from receiving WorkSafeBC wage replacement benefits, the casual employee will be credited with seniority hours based on their weekly average over the 60 days prior to the commencement of the leave on WorkSafeBC.
- (c) When a casual employee is hired into a regular position, the total accumulated hours worked will be converted and credited as seniority.

29.3 Application of Agreement

Except as otherwise noted in this agreement, the following provisions will not apply to casual employees:

- Article 13 - Layoff and Recall
- Clause 14.3 (Scheduling), except:
 - (b) - two shifts off after six consecutive shifts

- (c) - no split shifts, and
- (d) - minimum pay applicable when reporting to work as required.
- Clause 15.6 (Call back)
- Clause 15.8 (Shift Exchanges)
- Article 16 - Paid Holidays except:
 - (a)- list of paid holidays; and
 - (b) - holidays proclaimed by the federal or provincial governments
- Article 17 - Annual Vacation
- Article 18 - Sick Leave
- Article 19 - Workers' Compensation
- Article 20 - Special and Other Leave
- Article 21 - Pregnancy and Parental Leave
- Article 23 - Technological, Automation and Other Changes
- Article 24 - Health and Welfare Benefits
- Clause 28.6 (Employee Access to Leave Records)
- Appendix 4 - Health and Welfare Benefits
- Memorandum of Agreement #2 Early Safe Return to Work

29.4 Vacation and Paid Holidays for Casual Employees

(a) Vacation

Casual employees will be paid vacation pay based on gross earnings and paid on each paycheque as follows:

Years of Continuous Service	Percentage of Gross Earnings
Zero to five years	4%
Over five years	6%

(b) Paid Holiday Pay

(1) Casual employees, who have been employed for 30 days with the Employer, who work on a proclaimed statutory holiday as per Clause 16.1 (Paid Holidays) will be paid time and one-half if they have worked 10 days in the past 30 days in addition to the statutory holiday.

(2) Casual employees will receive 5.2% paid holiday pay based on gross earnings and paid on each paycheque.

29.5 Rate of Pay for Casual Employees

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

29.6 Letter of Appointment/Minimum Hour Requirement

All casual employees will receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter will also confirm the casual employee's days and times of availability for work of a casual nature.

The letter will specify that in order for the casual employee to maintain employment, they will work a minimum of 225 hours over any calendar year, prorated for partial years of employment.

By three months after ratification, casual availability will be confirmed for current employees and include the minimum hour requirement.

Except where a casual employee can demonstrate bona fide reason(s), the casual employee will be removed from the casual list and their employment will end, if they fail to work 225 hours in a calendar year. A casual employee will be exempted from this requirement where the Employer has not offered them 225 hours over the 12-month period.

Mid-way through the calendar year, a casual employee who has worked fewer than 225 hours will be notified of the number of casual hours worked and the number of hours they must work by the end of the year.

29.7 Casual Call-In Procedure

(a) Availability

All employees who want to work casual hours will submit their availability by the 15th day of the month for the following month. e.g. by May 15th for June. Anyone who does not submit their availability may not be called in for casual work in that month.

A casual employee who is already scheduled for work on the day of a vacancy is deemed unavailable for that vacancy.

Casual employees who do not submit availability for three consecutive months may be subject to discipline up to and including termination. Such employees will have the opportunity to demonstrate there were reasonable grounds for not submitting their availability.

An employee will be entitled to register for work in any job classification which they have the qualifications to perform.

(b) A casual employee who accepts an offer of work has the same obligation to work the shift as a regular employee would.

(c) Cancellation of Accepted Shifts and Refusals

An accepted shift cannot be cancelled within 48 hours of its commencement time except in the event of illness, injury or emergency situation. If an accepted shift is cancelled more than twice in a calendar month, for any two consecutive calendar months except for illness, injury or emergency situations, without exceptional circumstances, the casual employee will be dropped to the bottom of the call-in list for the following month.

(1) Refusals include:

- (i) not answering or returning a telephone call or text within four hours.
- (ii) not bidding on shifts which occur during periods of submitted availability

(2) Refusals do not include:

- (i) not answering or returning a call or text provided the employee responded to the call or text within four hours.
- (ii) Refusing a shift due to illness or injury.

(iii) Casual employees have the right to refuse one shift per month from their submitted availability. If a casual employee refuses six shifts they have submitted availability for within a five consecutive month period, on the sixth refusal, they will be placed at the bottom of the casual call-in list for the following month and may be subject to discipline up to and including termination.

(d) The Employer will create the casual call-in list of all employees who want to work casual hours using the most recently posted seniority list.

Any changes to the order of the casual call-in list as a result of additions, deletions or issues of refusals or cancellations, will be made regularly and at a minimum monthly. The updated call-in list will be provided to the union on request.

The updated call-in list will be provided to the union on request.

(e) Shifts will be offered in blocks. A block is defined as the shifts between days off and consists of four or more consecutive shifts. If no one accepts the block, all shifts in the block will be broken down and re-offered individually by seniority.

When a regular employee's scheduled block lines up with an available block, the regular employee will be given the ability to maximize their hours prior to offering available blocks of shifts to a casual.

(f) *Call-In Procedure*

All employees on the casual call-in list who have submitted availability will be called in order of seniority in the following manner:

- (1) Regular employees who are not scheduled to work the maximum weekly hours and have requested in writing to be on the casual call in list will be called before casual employees.
- (2) If no regular employee accepts the shift, it will be offered to casual employees in order of seniority.
- (3) If no one on the casual call-in list accepts the offer of hours, the employer may also contact other employees who have not submitted availability

Call-in may be done by telephone, text message, or other electronic means of communication. Employees will indicate their preferred method of contact and that preferred method will be used. Employees are responsible to ensure that their contact information for this process is current. e.g. current email address or phone number etc. Where electronic communication is used, notice may be sent to multiple employees simultaneously. The notice will include the date and time of the available shift. At the end of the call-back period the senior responding employee will be awarded the shift.

If an employee is at work they will be canvassed at work or will be allowed to carry a cell phone, set on vibrate, and used solely for the purpose of shift scheduling providing it does not affect resident care.

When electronic communication is used, the system will allow reasonable time for the employee to bid on the available shift(s).

When telephone communication is used and there is no answer a message will be left and the caller will allow reasonable time for the employee to return the call.

When text communication is used the caller will allow reasonable time for the employee to respond to the text.

It is understood that “*reasonable time*” is different depending on the amount of time before the shift is to commence and will be applied in a consistent manner.

Upon request, and within a reasonable period, the employer will provide the name of the employee who was awarded a shift or block of shifts.

Notwithstanding the above, the Employer may offer vacation relief shifts by calling all employees on the call-in list, in order of seniority, immediately following the November 1st and March 1st deadlines for submitting vacation requests.

(g) *Call-In Log*

A call-in log will be kept. The log will show:

- (1) the date;
- (2) employee called;
- (3) time called;
- (4) the position/shift being called to fill;
- (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
- (6) the name of the person awarded the shifts; and
- (7) name of the person awarding the shift.

In the event of a dispute the Union will be given access to the call-in log. If the call-in is not done by an electronic system, a physical log will be maintained.

ARTICLE 30 - HARASSMENT

30.1 Preamble

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

(b) Harassment is not restricted to interactions between employees. Any person at the worksite including an employee, supervisor, resident, resident's family member or visitor, or a contractor engaged by the Employer might be found to have engaged in harassment.

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

30.2 Sexual Harassment

(a) Sexual harassment includes sexually oriented behaviour which an individual would reasonably find to be unwanted or unwelcome giving consideration to the surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;

- (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repetitive or a single serious incident and may or may not be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (c) Any person can be sexually harassed by any other person.

30.3 Bullying, Personal and Psychological Harassment

Bullying, personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

- (a) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (b) shows hostility, threatens and offends others; or
- (c) is discriminatory behaviour based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, gender identity or expression, family status or conviction for which a pardon was granted that causes substantial distress or other prohibited ground under the Human Rights Code; or
- (d) is serious inappropriate conduct that serves no legitimate work-related purpose, and/or interferes with a worker's performance, and ought reasonably to be known to be unwelcome.

30.4 Complaints Procedure

- (a) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (b) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, or union staff representative. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (c) Until a harassment complaint is resolved, it is acknowledged that the Employer may take interim measures, including separating the complainant and respondent.
- (d) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.
- (e) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved in accordance with Article 8 - Grievances.
- (f) In the case of a complaint of bullying, personal, psychological or sexual harassment, pursuant to clauses 30.2 (Sexual Harassment) and 30.3 (Bullying, Personal and Psychological Harassment) above, the following procedure will apply:
 - (1) An employee allegedly being harassed by another employee, supervisor, resident, resident's family member or visitor, or a contractor engaged by the Employer, will register the complaint in writing to the General Manager either directly or through the Union, as soon as possible but within three calendar months of the latest alleged occurrence. The General Manager or designate or the Union will advise the other party within five working days of the receipt of a complaint of bullying, personal, psychological or sexual harassment.

- (2) The General Manager or designate will complete an investigation, within 21 days of receipt of the written complaint. The General Manager or designate will notify the Union, in writing, of the results of the investigation and the action to be taken. The 21-day period may be extended by mutual consent.
- (3) If the complaint involves the General Manager or designate, the employee will register the complaint, in writing, to the Regional Director of Operations (RDO). The RDO will investigate the complaint and issue a decision.
- (g) 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 independent investigator in accordance with Clause 8.16 (Investigator). The parties will agree on a single investigator. Where the parties are unable to agree on a single investigator, one will be appointed in accordance with the provisions of the *Labour Relations Code*. The cost of the independent investigator will be cost shared by the parties on a 50/50 basis.
- (h) If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.
- (i) All complaints will be kept strictly confidential by all persons involved with the complaint and investigation. All documentation concerning the complaint and investigation will be sealed upon conclusion of the process and only accessible where there is a legitimate need to do so.
- (j) The parties agree that substantiated cases of harassment will be cause for discipline, up to and including dismissal.
- (k) Where a complaint is determined to be of a frivolous, vindictive or vexatious nature, or is found to be in bad faith, the Employer will take the appropriate action, including discipline, up to and including dismissal.

ARTICLE 31 - RRSP/PENSION PLAN

31.1 BC Target Benefit Pension Plan

(a) Eligibility

- (1) Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees and casual employees who have completed at least 24 months of continuous employment and earning at least 35% of the YMPE in each of two consecutive calendar years.
- (2) For new and existing employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.
- (3) Once an employee joins the BC Target Benefit Pension Plan, they must remain a member for as long as they continue to be employed by the Common Employer.

(b) Notwithstanding (a) above, an employee may decline membership in the Plan by filing a waiver form with the Employer within 30 days of becoming eligible to participate. Employees who waive participation will be ineligible to participate in the pension plan at a later time.

(c) Contributions

The Employer's and employee's contribution rate will be the percentage of each employee's gross earnings as shown below. The Employer will deduct the required percentage of gross earnings, from

each eligible employee's gross earnings, and remit that amount together with the Employer's required contribution on behalf of each employee to the BC Target Benefit Pension Plan. Employees may, at their own discretion, make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan by advising the Employer in writing of their desire to do so. The Employer will deduct any such voluntary contributions from the employee's gross earnings and submit them with the required contributions to the BC Target Benefit Pension Plan.

Years of service	Percentage of Gross Earnings
1 - 5	2%
6 - 9	3%
10 years +	4%
Voluntary contributions	Not matched

The sum of the Employer's required contribution, the employee's required contribution and the employee's voluntary contribution may not exceed the maximum permitted under the *Income Tax Act*.

(d) *Remittance of Contributions*

(1) All Employer and employee required contributions will be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance will be made in accordance with statutory regulations contained in the applicable Provincial Legislation.

(2) The pension remittance report will be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.

(3) The information will be provided as follows:

- (i) SIN
- (ii) Name
- (iii) Employee contribution amount
- (iv) Employer contribution amount
- (v) Employee Voluntary contribution amount

31.2 Registered Retirement Savings Plan

(a) The Employer will implement a group registered retirement savings plan (RRSP) for all employees who are not eligible to participate in the BC Target Benefit Pension Plan. Participation in the RRSP will be voluntary.

(b) (1) Regular employees, upon successful completion of the probationary period, will have the option to be enrolled in the RRSP.

(2) Casual employees who consistently work and maintain an average of 20 hours per week will be entitled to enroll in the group RRSP.

The employee must exercise the option within 90 days of the plan coming into effect or pursuant to (d) below. Employee contributions to the Plan through payroll deduction will be on one of the following basis:

- (1) 1% of regular earnings; or
- (2) 2% of regular earnings; or
- (3) Any % requested in excess of 2% (not to be matched)

- (c) The Employer will match the required contributions made by each employee up to a maximum of 2%.
- (d) Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1st of each year by providing at least 30 days written notice to the Employer.
- (e) The sum of the Employer's required contribution, the employee's required contribution and the employee's voluntary contribution may not exceed the maximum permitted under the *Income Tax Act*.
- (f) The Employer will administer the Plan.
- (g) The Employer will ensure that all new employees are informed of the options available to them under this group RRSP and applications will be provided in the new hire package.
- (h) RRSP benefits can be withdrawn upon resignation/termination or retirement.
- (i) Employees will receive an annual statement indicating the annual deductions/deposits and Plan balance.

ARTICLE 32 - CONTRACTING OUT

32.1 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 or that would result in a reduction of hours or failure to recall an employee.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This agreement will be binding and remain in effect from the termination of the facility's prior agreement until midnight September 30, 2025.

33.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after June 1, 2025 but in any event, no later than midnight on June 1, 2025.
- (b) Where no notice is given by either party prior to June 1, 2025, both parties will be deemed to have given notice under this section on June 1, 2025.
- (c) All notices on behalf of the Union will be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer will be given by the General Manager.

33.3 End of Wage Leveling

- (a) The parties agree that they have not entered into wage rate discussions. The parties further agree that should the single site levelled up wage rates be terminated by the government prior to the collective agreement expiring, they will re-open the collective agreement to discuss wage rates.
- (b) The parties will meet as soon as possible, but within 60 calendar days of either party receiving notice of the end of wage levelling from the provincial government.

(c) The parties will restrict the scope of bargaining under this clause to wages only. No other article of the collective agreement will be subject to discussion unless mutually agreed by the parties.

(d) If the parties are unsuccessful in reaching agreement on wage rates, the issue will be referred to interest arbitration. If the parties are unable to agree on a mutually acceptable interest arbitrator, one will be appointed by the Collective Agreement Arbitration Bureau (CAAB) at the request of either party.

33.4 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.

33.5 Agreement to Continue in Force

Both parties will 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 will be no strike, and the Employer agrees that there will be no lockout.


33.6 Effective Date of Agreement

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

33.7 Section 50(2) and (3) Excluded

The operation of Section 50(2) and (3) of the *Labour Relations Code* of British Columbia is hereby excluded.

SIGNED ON BEHALF OF THE UNION:

DocuSigned by:

Stephanie Smith B8FF46D...
President

DocuSigned by:

Bill Clayton 6EA7F9FC1429...
Bargaining Committee Co-Chair

DocuSigned by:

Jo-Ann Medel B4726704A9...
Bargaining Committee Co-Chair


DocuSigned by:

E. Baillio D424E4E462...
Bargaining Committee

SIGNED ON BEHALF OF THE EMPLOYER:

DocuSigned by:

James Liebenberg F1420...
President West Coast Senior Housing
Management Limited Partnership

DocuSigned by:

Sean Steele DCB4F40B1416...
Lead Negotiator

DocuSigned by:

Jessie Baird 15E5F3BF4FC...

Bargaining Committee

DocuSigned by:

Avtar Bhargava 99D681F46D...

Bargaining Committee

DocuSigned by:

Manny Cargallo 474F9...

Bargaining Committee

DocuSigned by:

Lorne Gage BB5EE274E8...

Bargaining Committee

DocuSigned by:

Christine Cymbulski 7C3455...

Bargaining Committee

DocuSigned by:

Almira Galvez 07764497...

Bargaining Committee

DocuSigned by:

Jessie Jagpal C2338B8411...

Bargaining Committee

DocuSigned by:

Jenny Jobb A465C70E84E4...

Bargaining Committee

DocuSigned by:

Karen Larsen 4E4ECBC4FF...

Bargaining Committee

DocuSigned by:

Kelly Mandseth

Kelly Mandseth 14353644A...
Bargaining Committee

DocuSigned by:

Taryn Marble

Taryn Marble 8C550AF412...
Bargaining Committee

DocuSigned by:

Tom Palmer

Tom Palmer D68C8AD45D...
Bargaining Committee

Jas. Randall

Jas. Randall 94DC34D7...
Bargaining Committee

Supinder Singh Sethi

Supinder Singh Sethi 14DA...
Bargaining Committee

DocuSigned by:

Deb Wilson

Deb Wilson C2E3393546C...
Staff Representative

Date: March 8, 2024

APPENDIX 1 WAGE RATES

For any worksite not subject to wage levelling the wage schedule will be found in the worksite specific Appendix.

For Worksites subject to Wage Levelling

Negotiations regarding wage rates will not be entered into during the term of this agreement unless the provincial government ends the wage levelling program. In that event, Clause 33.3 (End of Wage Levelling) will apply.

Once HEABC has posted new wage grids for the sectoral healthcare collective agreements (CBA - Community Subsector Agreement, FBA - Facilities Subsector Agreement and NBA - Nurses Subsector Agreement) on their website, the Employer will produce updated wage grids for all classifications covered by the collective agreement. Copies of the wage grid will be provided electronically to the President of the Union or their delegate and will be posted in the worksite.

Wage levelled rates of pay are effective on the first pay period after April 1, 2023, April 1, 2024 and April 1, 2025 and will be implemented by the Employer at the direction of the provincial government or its designate.

The provincial government's program for wage levelling is not subject to negotiation between the Employer and Union. The implementation of the program by the Employer is not subject to the processes set out in Article 8 - Grievances and Article 9 - Arbitration. The provincial government's wage levelling program and the wage rates arising from it will not be included or form the basis for any wage negotiations between the parties.

APPENDIX 2 EXCLUSIONS

The roles listed below, are agreed to be excluded from the bargaining unit. These are functional descriptive role titles and actual job titles may vary.

General Manager	Director of Care
Assistant General Manager	Assistant Director of Care
Recreation Manager	Community Relations Manager
Maintenance Manager	Support Service Manager
Administrative Coordinator	Head/Executive Chef

The Employer will notify the Union in advance if it intends to establish a new excluded position at a worksite. Where requested, the Employer will provide the Union with a copy of the position's job description outlining the scope and span of the position's responsibilities specific to that worksite.

The list of existing exclusions for each worksite is found in the worksite specific appendices.

**APPENDIX 3
LIST OF ARBITRATORS/INVESTIGATORS**

Chris Sullivan
Irene Holden
Corinn Bell
Marli Rusen
Marguerite Jackson

or any other single arbitrator mutually agreed to by the parties.

**APPENDIX 4
HEALTH AND WELFARE BENEFITS**

Individual worksite coverage to be contained in the worksite specific appendices.

APPENDIX 5
Language Specific to Auburn Seniors Residence (AUB)

The following language is maintained for the Auburn worksite only:

16.6 Holiday Falling on a Scheduled Day Off

When a holiday provided for in Clause 16.1 (Paid Holidays) is observed on a regular full-time or part-time employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu of the holiday provided for in Clause 16.1 (Paid Holidays), to be taken on a day to be agreed between the Employer and the employee.

***Note: employees may bank all lieu days whether arising from a stat worked or one that falls on their day off*

16.7 Holiday Falling on a Scheduled Workday

When a holiday provided for in Clause 16.1 (Paid Holidays) is observed on a full-time or part-time employee's scheduled workday and the employee works on that day, such employee shall be compensated at the rate of time and one-half for hours worked and shall be entitled to another day off with pay in lieu of the holiday provided for in Clause 16.1 (Paid Holidays).

17.1 Vacation Entitlement

- (a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4%
1 - 3 years	10
4 - 9 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
15 years	21
16 - 25 years	22
>25 years	25

Appendix 1 - Wage Rates

Auburn Seniors Residence (AUB) is not subject to the single site orders and wage levelling that apply to assisted living and complex care residences.

Therefore, the parties agree that members at Auburn will receive wage General Wage increases of the same percentage and on the same effective dates as the rest of Well Being Services Ltd's worksites which are subject to wage levelling for CBA (Community Bargaining Association sectoral agreement).

Position	Current		GWI as per CBA	GWI as per CBA
	01-Nov-22	01-Apr-23	01-Apr-24	01-Apr-25
Recreation Coordinator	\$21.68	\$23.73		
Cook	\$21.06	\$23.05		
Server	\$18.00	\$19.70		
Housekeeper	\$18.00	\$19.70		
Maintenance	\$25.78	\$26.14		
Night Attendant	\$18.00	\$19.70		

Appendix 2 - Exclusions

General Manager
Assistant General Manager
Head Chef
Administrative Coordinator
Community Relations Manager

Appendix 4 - Health and Welfare Benefits

(a) *BC Medical Services Plan*

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

(b) Effective date of ratification, the Employer will provide the following extended health and welfare benefits to eligible employees and their dependants:

Plan	Benefit Description	AUB
Eligibility Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	80%
Coordination of Benefits		Yes
Extended Health Care Plan	Deductible, individual	\$25
	Deductible, max family	\$25
	Deductible, prescription drugs	\$0
	Drug card	Yes
	lifetime maximum for claims, covering 100% of the cost beyond the deductible	unlimited
	Prescription Drugs annual max per person	\$15,000
Evidence based	Prescription Drugs, Tier 1	100%
Evidence based	Prescription Drugs, Tier 2	70%
Evidence based	Prescription Drugs, Tier 3	40%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$300 each
	massage therapist, naturopath	\$200 each

Plan	Benefit Description	AUB
	osteopath, chiropractor, podiatrist, chiroprapist including 1 x-ray each	\$300 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$200/24 mth
	Eye exams	Once per year
	Nursing care	maximum \$5,000 per person every year
	Emergency Travel Assistance	maximum \$1,000,000 per person per lifetime
Dental	Deductible	\$0
	Annual maximum per person	\$1,000
	1 full exam every 24 months	80%
	1 recall every 9 months	80%
	X-Rays complete 1 every 24 months	80%
	1 bitewing x-rays every 5 months, max 2 per year	80%
	diagnostic x-rays	80%
	Basic (Plan A)	80%
	Major (Plan B)	50%
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
	Employer paid percentage of premium	50%

MEMORANDUM OF AGREEMENT #8

Re: Staff Meals

The parties agree that the following will govern the price charged to employees for staff meals at the facility.

All employees will pay \$4 for meals until the end of this agreement.

Beverages will be supplied free of charge.

MEMORANDUM OF AGREEMENT #9

Re: Job Descriptions

Within six months of ratification of this collective agreement, the Employer will supply the Union with job descriptions for each of the classifications in Appendix 1.

APPENDIX 6
Language Specific to Comox Valley Seniors Village (CVSV)

The following language is maintained for the Comox Valley worksite only:

17.1 Vacation Entitlement

- (a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4%
1 - 3 years	10
4 - 5 years	15
6 - 9 years	17
10 - 12 years	18
13 years	19
14 years	20
15 years	21
16 - 19 years	22
20 - 25 years	22
>25 years	25

18.1 Sick Leave Entitlement

- (b) After one year of service, employees shall receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each year.

20.13 Personal Leave Days

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

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

That is, employees who work 1872 or more straight-time hours per year will be entitled to two personal leave days per year. Employees who work less than 1872 hours per year will have their personal leave days prorated. For example, an employee who works 1500 hours as of December 31st will have their personal leave day prorated based on $1500/1872 = 0.80$; the employee will be entitled to 0.80×2 days = 1.6 personal leave days for the following calendar year.

28.12 Payroll Errors

Where an employee identifies a significant error in their pay that has been caused by employer error, the Employer must provide a manual cheque, at the employee's request, within five business days of the request. Significant is defined as \$100 or more. Errors that result from an employee error or lack of information from the employee shall be corrected in the following pay period.

APPENDIX 1 - Wage Schedule

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Classification	Hours	01-May-2021
RN	<i>Start</i>	39.64
	<i>488 hrs</i>	40.44
	<i>1872 hrs</i>	42.11
	<i>3900 hrs</i>	43.84
LPN 1	<i>Start</i>	29.28
	<i>488 hrs</i>	29.59
	<i>1872 hrs</i>	30.25
	<i>3900 hrs</i>	30.90
Activity Aide	<i>Start</i>	21.31
	<i>488 hrs</i>	21.64
	<i>1872 hrs</i>	22.29
	<i>3900 hrs</i>	22.94
Recreation Assistant	<i>Start</i>	21.97
	<i>488 hrs</i>	22.30
	<i>1872 hrs</i>	22.95
	<i>3900 hrs</i>	23.59
Cook 1	<i>Start</i>	16.51
	<i>488 hrs</i>	16.82
	<i>1872 hrs</i>	17.46
	<i>3900 hrs</i>	18.11
Cook 2	<i>Start</i>	18.44
	<i>488 hrs</i>	18.78
	<i>1872 hrs</i>	19.42
	<i>3900 hrs</i>	20.07
Lead Cook	<i>Start</i>	22.16
	<i>488 hrs</i>	22.48
	<i>1872 hrs</i>	23.12
	<i>3900 hrs</i>	23.77
Night Houseman	<i>Start</i>	17.61
	<i>488 hrs</i>	17.93
	<i>1872 hrs</i>	18.57
	<i>3900 hrs</i>	19.22
Maintenance Worker	<i>Start</i>	20.38
	<i>488 hrs</i>	20.72
	<i>1872 hrs</i>	21.36
	<i>3900 hrs</i>	22.01
Lead Hand	<i>Start</i>	17.43

Classification	Hours	01-May-2021
	488 hrs	17.76
	1872 hrs	18.40
	3900 hrs	19.05
Scheduler	Start	19.04
	488 hrs	19.34
	1872 hrs	19.97
	3900 hrs	20.63
Resident Care Coordinator	Start	30.29
	488 hrs	30.71
	1872 hrs	31.59
	3900 hrs	32.47
Support Service Worker	Start	15.00
	488 hrs	17.20
	1872 hrs	17.55
	3900 hrs	17.89
Receptionist	Start	16.82
	488 hrs	18.43
	1872 hrs	18.80
	3900 hrs	19.18
RCA 1	Start	21.74
	488 hrs	22.07
	1872 hrs	22.74
	3900 hrs	23.40

Appendix 2 - Exclusions

General Manager	Dietician
Assistant General Manager	Facility Maintenance Manager
Director of Care	Social Worker
Assistant Director of Care	Head Chef
Assisted Living Manager	Therapeutic Recreation Manager
Community Relations Manager	Recreation Therapist
Administrative Coordinator	Support Service Manager

Note: It is understood that there is up to one FTE in each excluded position above, with the exception of the Administrative Coordinator which is up to two FTEs.

Appendix 4 - Health and Welfare Benefits

(a) *BC Medical Services Plan*

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

(b) The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	CVSV
Eligibility Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	80%
Coordination of Benefits		Yes
Extended Health Care Plan	Deductible, individual	\$25
	Deductible, max family	\$25
	Deductible, prescription drugs	\$0
	Drug card	yes
	lifetime maximum for claims, covering 100% of the cost beyond the deductible	unlimited
	Prescription Drugs annual max per person	\$15,000
Evidence based	Prescription Drugs, Tier 1	100%
Evidence based	Prescription Drugs, Tier 2	70%
Evidence based	Prescription Drugs, Tier 3	40%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$300 each
	massage therapist, naturopath	\$200 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$300 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$200/24 mth
	Eye exams	Once per year
	Nursing care	maximum \$5,000 per person every year
	Emergency Travel Assistance	maximum \$1,000,000 per person per lifetime
Dental	Deductible	\$0
	Annual maximum per person	\$2,000
	1 full exam every 24 months	80%
	1 recall every 9 months	80%
	X-Rays complete 1 every 24 months	80%
	1 bitewing x-rays every 5 months, max 2 per year	80%
	diagnostic x-rays	80%
	Basic (Plan A)	80%

Plan	Benefit Description	CVSV
	Major (Plan B)	50%
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
	Employer paid percentage of premium	50%
Short-Term Illness Plan		
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	No

APPENDIX 7
Language Specific to Guildford Seniors Village (GSV)

The following language is maintained for the Guildford worksite only:

10.3 Right to Grieve Other Disciplinary Action

(b) Any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction.

13.5 Advance Notice and/or Severance

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

(a) *Regular Full-Time Employees*

- (1) less than five years' service - 28 calendar days' notice or regular pay for 20 workdays;
- (2) minimum of five years' but less than 10 years' service - 40 calendar days' notice or regular pay for 30 workdays;
- (3) more than ten years' service - 60 calendar days' notice or regular pay for 40 days.

(b) *Regular Part-Time Employees*

Regular part-time employees shall be entitled to the same notice as full-time employees, as in (a) above, however, pay in lieu of notice shall be prorated.

14.5 Premiums and Shift Differentials

(f) *GSV Weekend Cook II*: Employees working as Cook II will be paid \$2 per hour, in addition to differentials in (a), for all hours they work on the weekend referenced in (a)(3) when no supervisor or manager is on shift.

14.7 Extended Hours Shifts for Cooks

- (a) Notwithstanding Clause 14.2 (Hours of Work), the two Cook lines may be scheduled up to 10 hours per day on a four on, four off (4:4) rotation.
- (b) For Cooks who are scheduled in accordance with (a) above, daily overtime in accordance with Article 15 - Overtime will commence after 10 hours of work per day.

15.5 Overtime Compensation

(a)(3) subject to Clause 14.3 (Scheduling), double-time for all hours worked on a scheduled day of rest.

16.2 Scheduling of Paid Holidays

(l) For part-time employees, the three '*floating holidays*' shall be pro-rated and scheduled as time off from work with pay by mutual agreement.

17.1 Vacation Entitlement

- (a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4%
1 - 3 years	10
4 - 9 years	15
10 years	17
11 - 12 years	18
13 years	19
14 years	20
15 years	21
16 - 19 years	22
20 - 25 years	23
>25 years	25

18.1 Sick Leave Entitlement

- (h) After one year of service, employees shall be eligible for short-term disability benefits and shall receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each incident.

20.7 Education Leave

- (d) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

20.13 Critical Injury Leave

- (a) An employee is entitled to unpaid leave to care and support a family member whose health has significantly changed and the life of the family member is at risk as a result of an illness or injury, and who can be cared for by a non-medical professional. The length of the leave shall be:

- (1) Up to 36 weeks for a family member 19 years or younger at the start of the leave, or;
- (2) up to 16 weeks for a family member over 19 years.

- (b) The Employer may request a medical certificate stating the family member's health has significantly changed, that they can be cared for by a non-medical professional, and the expected duration of the leave period.

- (c) The employee may extend the leave if the family member remains at risk due to the illness or injury at the end of the leave period by obtaining a new medical certificate.

26.12 Payroll Errors

Where an employee identifies a significant error in their pay that has been caused by employer error, the Employer must provide a manual cheque, at the employee's request, within five business days of the request. Significant is defined as \$100 or more. Errors that result from an employee error or lack of information from the employee shall be corrected in the following pay period.

29.8 Leaves of Absence for Casual Employees

The Employer may grant a leave of absence without pay, for a period not to exceed 90 days, to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Requests for leave under this article shall not be unreasonably withheld.

APPENDIX 1 - Wage Rates

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

		Current Rate
		14-Apr-21
Support Service Worker	Start	\$17.00
	1830 hours	\$17.25
	3660 hours	\$17.50
	5490 hours	\$17.75
	7320 hours and over	\$18.00
Cook	Start	\$21.00
	1830 hours	\$21.40
	3660 hours	\$21.70
	5490 hours	\$22.00
	7320 hours and over	\$22.40
Residential Care Aide	Start	\$21.00
	1830 hours	\$21.75
	3660 hours	\$22.25
	5490 hours	\$23.00
	7320 hours and over	\$24.00
Recreation Programmer	Start	\$21.75
	1830 hours	\$22.25
	3660 hours	\$22.50
	5490 hours	\$22.90
	7320 hours and over	\$23.30
Licensed Practical Nurse	Start	\$28.00
	1830 hours	\$28.50
	3660 hours	\$29.00
	5490 hours	\$29.50
	7320 hours and over	\$30.00

Appendix 2 - Exclusions

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

General Manager	Support Service Manager
Director of Care	Therapeutic Recreation Manager
Community Relations Manager	Receptionist/Scheduler
Facility Maintenance Manager	Administrative Coordinator
Social Worker	

Appendix 4 - Health and Welfare Benefits

(a) BC Medical Services Plan

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

(b) Premiums, Coverage and Carrier

The Employer will provide, and pay 100% of the premiums, for the health and welfare plans provided for by Sun Life in the benefit booklet with contract number 56056 and 101256, dated May 1, 2018, unless noted otherwise.

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

Plan	Benefit Description	GSV
Threshold	regular employees	20 hrs
Co-Share of Premiums	Employer pays	100%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	Yes
	% of prescription paid for	80%
	Prescription Drugs annual max per person	Unlimited
	Prescription Drugs lifetime max per person	Unlimited
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$350 each
	massage therapist, naturopath	\$350 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$350 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$225/24 mth
	Eye exams	Once per year
	Nursing Care	maximum \$5,000 per person every year
	Emergency Travel Assistance	maximum \$1,000,000 per person per lifetime

Plan	Benefit Description	GSV
Dental	Deductible	\$0
	Annual max per person	\$2,500
	1 full exam every 24 months	100%
	1 recall every 9 months	100%
	X-Rays complete 1 every 24 months	100%
	1 bitewing x-rays every 5 months, max 2 per year	100%
	diagnostic x-rays	100%
	Basic (Plan A)	100%
	Major (Plan B)	50%
Group Life	Employee	\$50,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
	Short-Term Illness Plan	After one year of service
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	No
Long-Term Disability Plan		Yes
	premium paid by employee 100%	Yes
	ends at age 65	Yes
	wait period	17 weeks

APPENDIX 8
Language Specific to Nanaimo Seniors Village (NSV)

The following language is maintained for the Nanaimo worksite only:

12.3 Selection Criteria

(d) No employee applying for the same classification but a new work line shall be denied a posting based on the above selection criteria. They shall receive the new work line within their classification prior to the position being filled by the Employer based on this article.

14.5 Premiums and Shift Differentials

(4) Only one of the shift differential amounts shall be claimed at any one time.

15.5 Overtime Compensation

(a)(3) subject to Clause 15.4 (Overtime For Part-Time Employees), part-time employees will be paid double-time for all hours worked on the employee's scheduled day of rest, but employees will not have the day off rescheduled.

17.1 Vacation Entitlement

(a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4.8%
1 - 2 years	12
3 - 5 years	15
6 years	17
7 years	18
8 years	19
9 - 14 years	20
15 years	21
16 - 25 years	22
>25 years	25

18.1 Sick Leave Entitlement

(h) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
- (2) using sick leave credits to top up the long-term disability benefit; or
- (3) banking the unused sick leave credits for future use.

20.8 Jury Duty and Leave for Court Appearances

(a) If an employee serves on a non-scheduled workday, the employee is entitled to any money received from the Court for that day.

20.13 Personal Days

Employees are entitled to three personal days of unpaid leave annually. All requests for personal days must be approved by the General Manager or their designate and are subject to operational requirements. The Employer shall not unreasonably withhold approval of requested personal days. There will be no need for the employee to disclose to the Employer the reasons for the personal leave request. These days will be part of the accumulated 20 days of unpaid leave days under Clause 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence)

22.8 Investigation of Accidents

(c) No employee will suffer any loss in pay for time spent investigating workplace accidents. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at their normal rate of pay.

24.2 Commencement of Coverage

(b) If a casual employee has worked an average of 20 hours or more per week, for three consecutive months, they will be entitled to the benefits of a regular employee, as described in this agreement. When such temporary work is no longer needed the benefits will cease.

29.8 Casual Employee 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.

25.1 Uniforms or Special Clothing

(b) The Employer will reimburse employees required to supply scrubs to a maximum of \$100 each year upon submission of purchase receipts. The Employer will pay employees required to maintain scrubs a maintenance/laundry allowance of \$10 per biweekly pay period.

28.10 Criminal Records Checks

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC. Where the Employer requires an existing employee to complete a criminal record check as a condition of continued employment, costs of the same shall be borne by the Employer.

28.12 Staff Meetings Without Loss of Pay

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.

28.13 Payroll Errors

The Employer shall correct all payroll errors in a timely manner.

- (a) Payroll errors of less than \$100 in value will be accurately corrected within the next pay period.
- (b) Payroll errors greater than \$100 in value will be corrected within three business days.

APPENDIX 1 - Wage Grid

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Classification	Hours	31-Oct-21
Assisted Living & Independent Living	<i>Start</i>	\$18.07
	<i>1950 hours</i>	\$18.43
	<i>3900 hours</i>	\$18.80
Receptionist	<i>Start</i>	\$21.21
	<i>1950 hours</i>	\$21.85
	<i>3900 hours</i>	\$22.49
Activity Aide	<i>Start</i>	\$21.64
	<i>1950 hours</i>	\$22.29
	<i>3900 hours</i>	\$22.94
Home Support Worker	<i>Start</i>	\$17.57
	<i>1950 hours</i>	\$18.21
	<i>3900 hours</i>	\$18.85
Night House Person	<i>Start</i>	\$18.41
	<i>1950 hours</i>	\$19.04
	<i>3900 hours</i>	\$19.67
Cook 2	<i>Start</i>	\$19.72
	<i>1950 hours</i>	\$20.28
	<i>3900 hours</i>	\$20.85
Cook 1	<i>Start</i>	\$16.86
	<i>1950 hours</i>	\$17.20
	<i>3900 hours</i>	\$17.54
Support Service Worker - Food Service	<i>Start</i>	\$16.86
	<i>1950 hours</i>	\$17.20
	<i>3900 hours</i>	\$17.54
Support Service Worker - Housekeeping	<i>Start</i>	\$29.01
	<i>1950 hours</i>	\$29.66
	<i>3900 hours</i>	\$30.30
Licensed Practical Nurse (LPN)	<i>Start</i>	\$29.01
	<i>1950 hours</i>	\$29.66
	<i>3900 hours</i>	\$30.30

Appendix 2 - Exclusions

General Manager	Facilities Maintenance Manager
Assistant General Manager	Maintenance Worker
Director of Care	Social Worker
Assistant Director of Care	Therapeutic Recreation Manager
Assisted Living Manager	Administrative Coordinator
Community Relations Manager	Nursing Clerk
Support Service Manager	Head Chef
Marketing Coordinator	

Appendix 4 - Health and Welfare Benefits(a) *BC Medical Services Plan*

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

(b) The Employer will maintain the existing benefit package from Sun Life Financial, with contract numbers 56056 and 102156, as effective on September 1, 2017, as disclosed to the Union. The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	NSV
Threshold	regular employees	20 hrs
Co-Share of Premiums	Employer pays	80%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	yes
	Prescription Drugs annual max per person	unlimited
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	80%
	Prescription Drugs, Tier 2	50%
	Prescription Drugs, Tier 3	20%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$350 each
	massage therapist, naturopath	\$350 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$350 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$225/24 mth
	Eye exams	Once per year
	Emergency Travel Assistance lifetime maximum	\$1,000,000
Dental	Deductible	\$0
	Annual max per person	\$2,500
	1 full exam every 24 months	100%
	1 recall every 9 months	100%
	X-Rays complete 1 every 24 months	100%
	1 bitewing x-rays every 5 months, max 2 per year	100%
	diagnostic x-rays	100%
	Basic (Plan A)	100%
	Major (Plan B)	60%
	Ortho (Plan C)	60% \$2750 lifetime
Group Life	Employee	\$25,000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
Long-Term Disability Plan		Yes
	premium paid by employee 100%	Yes
	ends at age 65	Yes

Plan	Benefit Description	NSV
	wait period	120 days

MEMORANDUM OF AGREEMENT #8

Re: Prior Compass and Mid Island Janitorial Service for Vacation Entitlement

Prior Compass employees and prior Mid Island Janitorial employees who were merged into the bargaining unit will have their prior Compass or Mid Island Janitorial service at Nanaimo Seniors Village counted for purposes of annual vacation entitlement only.

Subject to verification (see below), these prior Compass and Mid Island Janitorial employees are:

Remedois Galang
Randi Halliday
Barbara Porcher

APPENDIX 9
Language Specific to Peace Portal Seniors Village (PPSV)

The following language is maintained for the Peace Portal worksite only:

14.5 Premiums and Shift Differentials

(a)(4) There shall be no pyramiding; e.g., the night shift on the weekend does not receive both (2) and (3) differential.

16.1 Paid Holidays

(in addition to common paid holiday list)

One Float Day

(in addition to common language)

Full-time employees may take at their discretion one float day each calendar year with full pay to a maximum seven and one-half hours. The employee will give at least two weeks' notice for a float day to the Employer.

An employee will not be permitted to take a float day on the day requested if that results in another employee working and being paid at overtime rates of pay.

17.1 Vacation Entitlement

(a) Regular employees are eligible for paid vacation time per year as below:

All Staff (except RN & RPN)	
Years of service	Days of vacation
<1 year	4%
1 - 3 years	12.5
4 - 8 years	15
9 - 12 years	20
13 - 15 years	21
16 - 25 years	22
>25 years	25

Registered Nurses	
Years of long-term care practice	Days of vacation
<1 year	4%
1 - 3 years	12.5
4 - 8 years	15
9 - 12 years	20
13 - 15 years	21
16 - 25 years	22
>25 years	25

18.1 Sick Leave Entitlement

(h) After one year of service, employees shall receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each year.

20.13 Special Leave

Employees will be entitled to the following special leave:

(a) One day with pay for each of the following:

- (1) Marriage of the employee
- (2) Paternity leave
- (3) To attend wedding of an employee's child
- (4) To attend the employees' formal hearing for citizenship

(b) In the event of a sudden serious illness of a spouse or child residing with the employee, and when no alternative person to care for the sick person is available and provided that the employee has made every effort to provide alternative care, up to two days may be taken from the employee's accumulated sick leave credits to care for the ill spouse or child.

(c) Parental Leave - a birth parent or an adopting parent is entitled to unpaid parental leave of up to 12 consecutive weeks. This leave may be extended by up to five weeks if the child requires an additional period of parental care.

Excluding special leave taken under (c) above, in no case will an employee be entitled to use more than a cumulative total of three special leave days in any calendar year.

APPENDIX 1 - Wage Schedule

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Classification		01-May-19
Resident Care Aide	<i>Start</i>	\$19.17
	<i>1872 hrs</i>	\$19.49
	<i>3744 hrs</i>	\$19.79
	<i>5616 hrs</i>	\$20.43
	<i>7280 hrs</i>	\$21.10
Activity Assistant	<i>Start</i>	\$19.17
	<i>1872 hrs</i>	\$19.49
	<i>3744 hrs</i>	\$19.79
	<i>5616 hrs</i>	\$20.43
	<i>7280 hrs</i>	\$21.10
RN	<i>New Grad</i>	\$34.37
	<i>First Year</i>	\$35.49
	<i>Second Year</i>	\$36.64
	<i>Third Year</i>	\$37.84
	<i>Fourth Year</i>	\$39.06
	<i>Fifth Year</i>	\$40.34
	<i>Sixth Year</i>	\$41.63
	<i>Seventh Year</i>	\$43.01
LPN	<i>Start</i>	\$26.93
	<i>1872 hrs</i>	\$27.27
	<i>3744 hrs</i>	\$27.57
	<i>5616 hrs</i>	\$27.92

Classification		01-May-19
	7280 hrs	\$28.23
	Start	\$18.06
Cook	1872 hrs	\$18.67
	3744 hrs	\$19.69
	5616 hrs	\$20.31
	7280 hrs	\$20.66
	Start	\$16.37
Housekeeping	1872 hrs	\$16.98
	3744 hrs	\$17.96
	5616 hrs	\$18.25
	7280 hrs	\$18.56
	Start	\$16.37
Laundry	1872 hrs	\$16.98
	3744 hrs	\$17.96
	5616 hrs	\$18.25
	7280 hrs	\$18.56
	Start	\$16.37
Food Services Attendant	1872 hrs	\$16.98
	3744 hrs	\$17.96
	5616 hrs	\$18.25
	7280 hrs	\$18.56
	Start	\$16.37

Appendix 2 - Exclusions

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

General Manager	Facilities Maintenance Manager
Assistant General Manager	Maintenance Worker
Director of Care	Social Worker
Assistant Director of Care	Therapeutic Recreation Manager
Assisted Living Manager	Administrative Coordinator
Community Relations Manager	Nursing Clerk
Support Service Manager	Head Chef
Marketing Coordinator	

Appendix 4 - Health and Welfare Benefits

(a) *BC Medical Services Plan*

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

(b) *Short-Term Disability Benefits*

After one year of service, employees will be eligible for short-term disability benefits and will receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each incident.

(a) The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	PPL
Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	100%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	yes
	Prescription Drugs annual max per person	\$15,000
	Prescription Drugs lifetime max per person	N/A
	Prescription Drugs, Tier 1	100%
	Prescription Drugs, Tier 2	70%
	Prescription Drugs, Tier 3	40%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$300 each
	massage therapist, naturopath	\$300 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$300 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$100/24 mth
	Eye exams	Once per year
Emergency Travel Assistance lifetime maximum	\$1,000,000	
Dental	Deductible	\$0
	Annual max per person	\$1,000
	1 full exam every 24 months	80%
	1 recall every 9 months	80%
	X-Rays complete 1 every 24 months	80%
	1 bitewing x-rays every 5 months, max 2 per year	80%
	diagnostic x-rays	80%
	Basic (Plan A)	80%
	Major (Plan B)	50%
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
Short-Term Illness Plan		Yes
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	No

MEMORANDUM OF AGREEMENT #8

Re: Staff Meals

The parties agree that the following will govern the price charged to employees for staff meals:

Effective date of ratification, all employees will pay the following for meals until the end of this agreement:

Lunch	\$3.50
Dinner	\$5.00

APPENDIX 10
Language Specific to Renfrew Care Centre (RCC)

The following language is maintained for the Renfrew worksite only:

14.5 Premiums and Shift Differentials

There shall be no pyramiding of shift premiums. That is, an employee working the night shift on Saturday shall only receive the night shift premium of \$2 per hour.

16.2 Scheduling of Paid Holidays

Regular part-time employees will continue to have the ability to access the three floating paid holidays under 16.2 (c).

17.1 Vacation Entitlement

- (a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4%
1 - 4 years	10
5 - 9 years	15
10 - 11 years	17
12 years	18
13 years	19
14 - 15 years	21
16 - 25 years	22
>25 years	25

18.1 Sick Leave Entitlement

- (h) *Short-Term Disability Plan*

A short-term disability plan, the premiums which shall be 100% employer paid, will be administered by the Employer. After one year of regular service, subject to the eligibility requirements and proof of claim acceptable to the insurance carrier, the short-term disability plan will pay, to eligible employees, 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each incident. Specific details of the short-term disability plan, including eligibility requirements, are outlined in the benefits booklet provided by the insurance carrier.

26.5 Payroll Errors

Where an employee identifies a significant error in their basic pay that has been caused by employer error, the Employer must provide a manual cheque, at the employee's request, within five business days of the request. Significant is defined as \$100 or more. Errors that result from an employee error or lack of information from the employee shall be corrected in the following pay period.

APPENDIX 1 - Wage Schedule

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Classification		20-Jul-2021
LPN	<i>Start</i>	\$27.56
	<i>936 Hours</i>	\$27.99
	<i>1872 Hours</i>	\$28.40
	<i>3744 Hours</i>	\$28.84
	<i>5616 Hours</i>	\$29.29
Resident Care Aide	<i>Start</i>	\$20.25
	<i>936 Hours</i>	\$20.56
	<i>1872 Hours</i>	\$20.87
	<i>3744 Hours</i>	\$21.18
	<i>5616 Hours</i>	\$21.52
Activity Aide	<i>Start</i>	\$18.53
	<i>936 Hours</i>	\$18.81
	<i>1872 Hours</i>	\$19.10
	<i>3744 Hours</i>	\$19.40
	<i>5616 Hours</i>	\$19.68
Cook	<i>Start</i>	\$17.90
	<i>936 Hours</i>	\$18.17
	<i>1872 Hours</i>	\$18.44
	<i>3744 Hours</i>	\$18.73
	<i>5616 Hours</i>	\$19.01
Cook 2	<i>Start</i>	\$21.10
	<i>936 Hours</i>	\$21.42
	<i>1872 Hours</i>	\$21.74
	<i>3744 Hours</i>	\$22.07
	<i>5616 Hours</i>	\$22.40
Support Service Worker	<i>Start</i>	\$15.74
	<i>936 Hours</i>	\$15.97
	<i>1872 Hours</i>	\$16.22
	<i>3744 Hours</i>	\$16.46
	<i>5616 Hours</i>	\$16.71

Appendix 2 - Exclusions

The bargaining unit will not include the following:

General Manager	Director of Care
Support Services Manager	Therapeutic Recreation Manager
Facilities Maintenance Manager	Administrative Coordinator

and other positions consistent with the Labour Relations Board.

Appendix 4 - Health and Welfare Benefits(a) *BC Medical Services Plan*

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

(b) The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	RCC
Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	80%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	No
	Prescription Drugs annual max per person	\$15,000
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	100%
	Prescription Drugs, Tier 2	70%
	Prescription Drugs, Tier 3	40%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$350 each
	massage therapist, naturopath	\$200 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$300 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$225/24 mth
	Eye exams	Once per year
	Emergency Travel Assistance lifetime maximum	\$1,000,000
Dental	Deductible	\$0
	Annual max per person	\$1,000
	1 full exam every 24 months	80%
	1 recall every 9 months	80%
	X-Rays complete 1 every 24 months	80%
	1 bitewing x-rays every 5 months, max 2 per year	80%
	diagnostic x-rays	80%
	Basic (Plan A)	80%
	Major (Plan B)	50%
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70

Plan	Benefit Description	RCC
Short-Term Illness Plan		Yes
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	no
Long-Term Disability Plan		Yes
	premium paid by employee 100%	Yes
	ends at age 65	Yes
	wait period	119 days

Superior Benefits per LOU #2

RCA & Activity Aide Plan per LOU #2	Benefit Description	RCC
Threshold	Regular employees	20 hours/ week
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	80%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	yes
	Prescription Drugs annual max per person	\$15,000
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	80%
	Prescription Drugs, Tier 2	50%
	Prescription Drugs, Tier 3	20%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$350 each
	massage therapist, naturopath	\$350 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$350 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$225/24 mth
	Eye exams	Once per year
	Ophthalmologist or Optometrist	\$50/2 yrs
	Emergency Travel Assistance lifetime maximum	\$1,000,000
Dental	Deductible	\$0
	Annual max per person	\$2,500
	1 full exam every 24 months	100%
	1 recall every 9 months	100%
	X-Rays complete 1 every 24 months	100%
	1 bitewing x-rays every 5 months, max 2 per year	100%
	diagnostic x-rays	100%
	Basic (Plan A)	100%
	Major (Plan B)	60%
	Orthodontics (Plan C) lifetime max \$2,750	60%
Group Life	Employee	\$50,000

RCA & Activity Aide Plan per LOU #2	Benefit Description	RCC
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
Short-Term Illness Plan		Yes
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	no
Long-Term Disability Plan		Yes
	premium paid by employee	20%
	ends at age 65	Yes
	wait period	120 days

Nurses Plan per LOU #2	Benefit Description	RCC
Threshold	Regular employees	FT - 20 hrs PT - 15 hours
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	100%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	yes
	Prescription Drugs annual max per person	\$15,000
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	80%
	Prescription Drugs, Tier 2	50%
	Prescription Drugs, Tier 3	20%
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$350 each
	massage therapist, naturopath	\$350 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$350 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$225/24 mth
	Eye exams	Once per year
	Ophthalmologist or Optometrist	\$50/2 yrs
	Emergency Travel Assistance lifetime maximum	\$1,000,000
Dental	Deductible	\$0
	Annual max per person	\$2,500
	1 full exam every 24 months	100%
	1 recall every 9 months	100%
	X-Rays complete 1 every 24 months	100%
	1 bitewing x-rays every 5 months, max 2 per year	100%

Nurses Plan per LOU #2	Benefit Description	RCC
	diagnostic x-rays	100%
	Basic (Plan A)	100%
	Major (Plan B)	60%
	Orthodontics (Plan C) lifetime max \$2,750	60%
Group Life	Employee	\$50,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
Short-Term Illness Plan		Yes
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	20%
Long-Term Disability Plan		Yes
	premium paid by employee 100%	Yes
	ends at age 65	Yes
	wait period	120 days

LETTER OF UNDERSTANDING 2
Re: Superior Benefits and Conditions

Employees hired on or before January 20, 2010 will continue to receive the following superior benefits and conditions:

Employees will maintain their existing coverage for MSP, dental, group life, accidental death and dismemberment, extended health and long-term disability.

Any existing employee (full-time, part-time and casual) who currently have benefit coverage will maintain their benefit coverage.

LPNs will be paid double-time for paid holidays in Clause 16.1 (Paid Holidays).

LPNs working the weekend shift will be paid \$1 per hour for the hours worked in those shift times.

LPNs and RCAs will pay 20% and the Employer will pay 80% of the premium for the LTD Plan.

LPNs and RNs will continue to participate, and receive the Employer's contributions, in the current RRSP Plan.

RNs will receive a weekend allowance of \$507 annually, paid prorated on each pay.

The employees covered by this LOU are:

Nelia Adams	Beverlyn Taban
Nora Lascano	Ruby Anna Villones
Vinh Linh Vince Lu	Xihua Wang
Thelma Masindo	Jessie Xiao Jie Zhang
Jo-Ann Medel	Carmelita Harnum
Rainuka Narayan	Emelda Peralta
Gina Montero	Luna-Rosa Ramos

Marites Parman
Melanie Balanay

Lorna Gloria

MEMORANDUM OF AGREEMENT #5 - STAFF MEALS

The parties agree that the following will govern the price charged to employees for staff meals at the facility.

All employees will pay \$4 for meals until the end of this agreement.

Beverages will be supplied free of charge.

MEMORANDUM OF AGREEMENT #6 - JOB DESCRIPTIONS

Within six months of ratification of this collective agreement, the Employer will supply the Union with job descriptions for each of the classifications in Appendix 1.

APPENDIX 11
Language Specific to Rosemary Heights Seniors Village (RHSV)

The following language is maintained for the Rosemary Heights worksite only:

17.1 Vacation Entitlement

- (a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4%
1 - 3 years	10
4 - 8 years	15
9 years	16
10 years	17
11 years	18
12 - 13 years	19
14 years	20
15 years	21
16 - 25 years	22
>25 years	25

18.1 Sick Leave Entitlement

- (h) After one year of service, employees shall receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each year.

20.13 Personal Leave Days

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

28.12 Mandatory Attendance at Meetings or Training

Members who are required to attend mandatory meetings or training outside their normal working hours shall be paid at straight-time hours for the duration of the meeting or training. If the total duration of a mandatory meeting or training is a full day, employees who attend outside their normal working hours shall be paid at straight-time and shall receive the equivalent unpaid hours in lieu to be scheduled at a mutually agreeable time.

APPENDIX 1 - Wage Schedule

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Position	Length of Service	01-Oct-2021
RN	<i>Start</i>	\$35.50
	<i>6 months exp.</i>	\$36.91
	<i>1 year exp.</i>	\$38.33
	<i>2 year exp.</i>	\$39.74
	<i>3 year exp.</i>	\$41.15
LPN	<i>Start</i>	\$27.17
	<i>936 Hours</i>	\$27.52
	<i>1872 Hours</i>	\$27.86
	<i>3744 Hours</i>	\$28.22
	<i>5616 Hours</i>	\$28.57
Resident Care Aide	<i>Start</i>	\$20.71
	<i>936 Hours</i>	\$21.01
	<i>1872 Hours</i>	\$21.31
	<i>3744 Hours</i>	\$21.62
	<i>5616 Hours</i>	\$21.92
Recreation Aide	<i>Start</i>	\$23.61
	<i>936 Hours</i>	\$23.77
	<i>1872 Hours</i>	\$23.94
	<i>3744 Hours</i>	\$24.09
	<i>5616 Hours</i>	\$24.26
Activity Aide	<i>Start</i>	\$21.33
	<i>936 Hours</i>	\$21.49
	<i>1872 Hours</i>	\$21.63
	<i>3744 Hours</i>	\$21.78
	<i>5616 Hours</i>	\$21.92
Home Support Worker	<i>Start</i>	\$20.88
	<i>936 Hours</i>	\$21.03
	<i>1872 Hours</i>	\$21.17
	<i>3744 Hours</i>	\$21.32
	<i>5616 Hours</i>	\$21.46
Cook	<i>Start</i>	\$21.33
	<i>936 Hours</i>	\$21.49
	<i>1872 Hours</i>	\$21.63
	<i>3744 Hours</i>	\$21.78
	<i>5616 Hours</i>	\$21.92
Dietary Aid	<i>Start</i>	\$18.94
	<i>936 Hours</i>	\$19.07
	<i>1872 Hours</i>	\$19.21
	<i>3744 Hours</i>	\$19.33

Position	Length of Service	01-Oct-2021
	5616 Hours	\$19.47
Laundry Aid	Start	\$16.50
	936 Hours	\$16.60
	1872 Hours	\$16.71
	3744 Hours	\$16.83
	5616 Hours	\$16.94
Housekeeper	Start	\$16.50
	936 Hours	\$16.60
	1872 Hours	\$16.71
	3744 Hours	\$16.83
	5616 Hours	\$16.94

APPENDIX 2 - Exclusions

General Manager	Support Services Manager
Director of Care	Head Chef
Community Relations Manager	Therapeutic Recreation Manager
Facilities Maintenance Manager	Receptionist/Scheduler
Maintenance Worker	Administrative Coordinator

APPENDIX 4 - Health and Welfare Benefits

(a) *BC Medical Services Plan*

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

(b) The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	RHSV
Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/week	Yes
Co-Share of Premiums	Employer pays	100%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	Yes
	Prescription Drugs annual max per person	\$15,000
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	100%
	Prescription Drugs, Tier 2	70%
	Prescription Drugs, Tier 3	40%
	Hearing Aids	\$500/ 5 yrs

Plan	Benefit Description	RHSV
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$300 each
	massage therapist, naturopath	\$200 each
	osteopath, chiropractor, podiatrist, chiropractist including 1 x-ray each	\$300 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$200/24 mth
	Emergency Travel Assistance lifetime maximum	\$1,000,000
	Eye exams	Once per year
Dental	Deductible	\$0
	Annual max per person	\$1,000
	1 full exam every 24 months	80%
	1 recall every 9 months	80%
	X-Rays complete 1 every 24 months	80%
	1 bitewing x-rays every 5 months, max 2 per year	80%
	diagnostic x-rays	80%
	Basic (Plan A)	80%
	Major (Plan B)	50%
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
Short-Term Illness Plan		Yes
	7 th day - 17 weeks @ 70%	Yes
	Premium paid for by employee	No
Long-Term Disability Plan		Yes
	premium paid by employee 100%	Yes
	ends at age 65	Yes
	wait period	119 days

MEMORANDUM OF AGREEMENT #8

Re: Staff Meals

The parties agree that the following will govern the price charged to employees for staff meals at the facility:

All employees will pay the following for meals until the end of this agreement:

Lunch/Dinner: \$4

Beverages will be supplied free of charge.

APPENDIX 12
Language Specific to Wellesley of Victoria (WOV)

The following language is maintained for the Wellesley worksite only:

14.3 Scheduling

- (k) In situations other than emergencies, the scheduled employees are entitled to 48 hours' notice of any change in their respective work schedules.
- (l) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.

14.5 Premiums and Shift Differentials

- (f) Lead Hand premium shall be 75¢ per hour.

14.6 Rest and Meal Periods

- (e) When an employee's meal break occurs during a period when the kitchen is open, the employee may purchase food at a cost of:

- \$4 - lunch
- \$4 - dinner

14.7 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clause 16.4 (Holiday Falling on a Scheduled Day Off) or 16.3 (Holidays Falling on a Scheduled Workday), the time off granted will be seven and one-half hours per lieu day for a regular full-time employee and prorated for a regular part-time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 17.1 (Vacation Entitlement), the annual vacation entitlement will be converted to hours on the basis of a seven and one-half hour day for a regular full-time employee and prorated for a regular part-time employee.
- (c) *Designated Paid Holiday* - where an employee is granted a designated paid holiday pursuant to Article 17 - Annual Vacation, the time off granted will be seven and one-half hours per designated paid holiday for a regular full-time employee and prorated for a regular part-time employee.
- (d) With regard to (a), (b), and (c) above, nightshift Front desk staff at Assisted Living will be paid eight hours per day if they are required to work through their unpaid meal period.

15.1 Definition of Overtime

- (e) "*Double-time and one-half*" - means two and one-half times (2½x) the straight-time rate.

15.6 Call back

Employees who are called back to work will be paid a minimum of four hours pay at the straight-time rate, or at the applicable overtime rate for all hours worked, whichever is greater.

16.2 Scheduling of Paid Holidays

- (a) Lieu days arising from designated paid holidays will be scheduled with the mutual agreement of the Employer subject to operational requirements. Employees will submit a written request for the scheduling of lieu days. The Employer will respond in writing to such employee requests within 14 days of receipt of the request. If an employee submits a written request for the scheduling of lieu days

within 14 days of the first date requested, the Employer will respond in writing to such employee requests as soon as possible.

(b) An employee may by mutual agreement about lieu days to scheduled vacation. Such request will not be unreasonably withheld.

(c) An employee cannot accumulate more than five lieu days in any period of time.

16.4 Christmas or New Year's Day Off

(b) An employee working Christmas or New Year's Day will be paid double-time and one-half and a day in lieu for time worked.

16.6 Holiday Falling on Day of Rest

When a holiday falls on a regular employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

16.7 Holidays Falling on a Scheduled Workday

Subject to Clause 16.5 (Christmas or New Year's Day Off), a regular employee who works on any of the above noted holidays shall be compensated at one and one-half times the straight-time rate, plus a day off in lieu.

17.1 Vacation Entitlement

(a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	6%
1 - 4 years	15
5 - 9 years	20
10 - 14 years	21
15 - 25 years	24
>25 years	25

18.1 Sick Leave Entitlement

Regular employees who have completed the probationary period will receive sick leave credits on the basis of seven and one-half hours every 162½ regular hours paid.

20.14 Special Leave

(a) Where leave from work is required, an employee will be entitled to special leave at their regular rate of pay for the following:

- (1) marriage of the employee 3 days
- (2) birth or adoption of the employee's child 2 days
- (3) attend their formal hearing to become a Canadian citizen 1 day
- (4) Moving of household furniture and effects 1 day

(b) Two weeks' notice is required for leave under (a)(1) and (3).

- (c) For the purpose of (a)(1) and (3), leave with pay will be only for the workday on which the situation occurs.
- (d) The Employer has the right to request evidence to substantiate the employee's request for Special Leave.

22.16 Parasitic Infections

- (a) The parties to this agreement share a desire to prevent acquisition where employees may come into contact with a person, and/or possessions of a person, with a parasitic infestation.
- (b) Where the Employer is aware of a client or resident with a parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the parasitic infestation.
- (c) The Employer will, in consultation with the JOSH Committee in Clause 22.2 (Safety Committee), develop an exposure control plan to prevent acquisition of a parasitic infestations.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment
- (e) The Employer may provide, as needed, information sessions/in-services to educate employees regarding parasitic infections as part of the program. Time spent by employees at these sessions will be without loss of pay.

24.5 Benefits

Employees who had 100% employer paid benefits coverage as of December 31, 2010 and who are currently regular employees will continue to have their extended health and dental covered at 100% by the Employer.

26.8 Meal Allowance

- (a) When an employee is authorized to accompany a resident to a function, the Employer will provide a meal allowance for such employee at the following rates:

Breakfast	\$10
Lunch	\$20
Dinner	\$30

- (b) For functions which require admission fees, such fees will be advanced to the employee.

26.9 Transporting Residents Allowance

- (a) *Class 4 Licence*

For those employees who are required by the Employer to transport residents, and a class 4 licence is required, the Employer will pay for any costs related to acquiring or renewing their class 4 driver's licence.

28.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing, personal use items, or possessions are damaged by a resident, or person in the care or custody of the Employer, the Employer will pay for the repair or replacement costs of the items, provided such personal possessions are of a type suitable for use while on duty.

28.12 Employee Attendance at Staff Meetings

(a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee will be compensated at their regular hourly rate for the time spent in such attendance.

(b) Employees will be entitled to claim overtime pay for such attendance as (a) above where time spent in the meeting results in the employees working more than their regularly scheduled shift or more hours than their regularly scheduled workweek, subject to the provisions of Article 16 - Overtime.

29.4 Vacation and Paid Holidays for Casual Employees

(c) *Pay in Lieu of Other Benefits*

Casual employees will be paid an additional 4% of gross earnings on each paycheque in lieu of all other benefits.

APPENDIX 1 - Wage Rates

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Classification	Step	24-Jan-2020
Cook 1	Probationary	\$20.65
	Six Months	\$21.29
	One Year	\$21.82
	Two Years	\$22.29
Cook 2	Probationary	\$17.79
	Six Months	\$18.42
	One Year	\$18.91
	Two Years	\$19.38
Cook 3 (plater)	Probationary	\$17.45
	Six Months	\$17.76
	One Year	\$18.10
	Two Years	\$18.41
Cook's Helper (new wage rate Jan 1/21)	Probationary	\$16.56
	Six Months	\$17.19
	One Year	\$17.58
	Two Years	\$17.96
Server	Probationary	\$16.56
	Six Months	\$17.19
	One Year	\$17.58
	Two Years	\$17.96
Front Desk	Probationary	\$16.80
	Six Months	\$17.54
	One Year	\$17.91
	Two Years	\$18.31

Classification	Step	24-Jan-2020
Maintenance Supervisor		\$22.65
Maintenance	Probationary	\$19.89
	Six Months	\$20.52
	One Year	\$21.12
	Two Years	\$21.68
Housekeeper	Probationary	\$16.56
	Six Months	\$17.19
	One Year	\$17.58
	Two Years	\$17.96
Housekeeper Supervisor (new wage rate at Jan1/21)	Probationary	\$19.21
	Six Months	\$19.72
	One Year	\$20.22
Activities Coordinator	Probationary	\$20.01
	Six Months	\$20.65
	One Year	\$21.17
	Two Years	\$21.68
Custodian	Probationary	\$16.60
	Six Months	\$17.32
	One Year	\$17.71
	Two Years	\$18.10

Appendix 2 - Exclusions

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

General Manager	Community Relations Manager
Marketing Coordinator	Executive Chef
Administrative Coordinator	

Appendix 4 - Health and Welfare Benefits

(a) *BC Medical Services Plan*

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

(b) The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	WOV
Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/week	No
Co-Share of Premiums	Employer pays	80% / 100%
Coordination of Benefits		Yes

Plan	Benefit Description	WOV
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	Yes
	% of prescription paid for	90%
	Prescription Drugs annual max per person	unlimited
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	90% / 100%
	Prescription Drugs, Tier 2	60% / 70%
	Prescription Drugs, Tier 3	30% / 40%
	Hearing Aids	\$1000/3 yrs
	Paramedical services @ 100%	\$500 each
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor (each)	\$500 each
	massage therapist, naturopath	\$500 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$500 each
	Massage requires doctor's order	No
	Contacts / glasses 100%	\$500/24 mth
Eye Exams	\$85/yr	
Emergency Travel Assistance lifetime maximum	\$1,000,000	
Dental	Deductible	\$0
	Annual max per person	unlimited
	1 full exam every 24 months	100%
	1 recall every 9 months	100%
	X-Rays complete 1 every 24 months	100%
	1 bitewing x-rays every 5 months, max 2 per year	100%
	diagnostic x-rays	100%
	Basic (Plan A)	100%
	Major (Plan B)	60%
	Ortho (Plan C)	60% - \$2750/ lifetime
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70
Short-Term Illness Plan		N/A
	7 th day - 17 weeks @ 70%	N/A
	Premium paid for by employee	N/A
Long-Term Disability Plan		Yes
	premium paid by employee 100%	Yes
	ends at age 65	Yes
	wait period	120 days

MEMORANDUM OF AGREEMENT 8

Re: Merge of "Well Being Seniors Services Assisted Living" Employees into the Wellesley of Victoria/BCGEU Collective Agreement

Employees into The Wellesley of Victoria/BCGEU Collective Agreement

Maintain Superior Benefits: The parties agree that the following superior benefits or practises enjoyed by employees in the Assisted Living building will be "*grandparented*" (maintained) for current employees:

- Employer Paid Benefits: Employees who had 100% employer paid benefits coverage as of December 31, 2010 and who are currently regular employees will have their benefit costs reimbursed upon ratification and will continue to have their extended health and dental covered at 100% by the Employer.

MEMORANDUM OF AGREEMENT 9

Re: Afternoon and Graveyard Workers

Previously paid eight hours for:

- Vacation
- Paid holidays
- Leaves (including sick leave) union leave, special leave and all other paid leaves

The parties agree to grandparent the practise of paying eight hours for vacation, paid holidays, and leaves to those regular employees who have been previously paid under this practise.

LETTER OF UNDERSTANDING

The Assisted Living Building Server Position

Exceptional Hours of Work

The parties agree that the current practise of scheduling servers in the Assisted Living building for eight and one-half hours with one-half hour unpaid break without incurring overtime will continue until negotiated otherwise.

APPENDIX 13
Language Specific to White Rock Seniors Village (WRSV)

The following language is maintained for the White Rock worksite only:

14.5 Premiums and Shift Differentials

(a) (4) There shall be no pyramiding; e.g., the night shift on the weekend does not receive both the night shift and weekend differential.

17.1 Vacation Entitlement

(a) Regular employees are eligible for paid vacation time per year as below:

Years of service	Days of vacation
<1 year	4%
1 - 3 years	10
4 - 9 years	15
10 years	17
11 years	17
12 years	18
13 years	19
14 years	20
15 years	21
16 - 25 years	22
>25 years	25

APPENDIX 1 - WAGE RATES

This Appendix contains the last wage levels negotiated before wage levelling was implemented.

Classification	Hours	01-Jun-2021
RN	<i>Start</i>	\$34.79
	<i>First Year</i>	\$37.10
	<i>Second Year</i>	\$38.32
LPN	<i>Start</i>	\$23.92
	<i>1872 hrs</i>	\$28.52
	<i>3744 hrs</i>	\$28.83
RCA	<i>Start</i>	\$17.95
	<i>1872 hrs</i>	\$20.38
	<i>3744 hrs</i>	\$20.70
Cook 1	<i>Start</i>	\$19.81
	<i>1872 hrs</i>	\$20.09
	<i>3744 hrs</i>	\$20.40
Dietary Aide	<i>Start</i>	\$14.77
	<i>1872 hrs</i>	\$17.76

Classification	Hours	01-Jun-2021
	3744 hrs	\$18.77
Housekeeping Aide	Start	\$14.77
	1872 hrs	\$17.76
	3744 hrs	\$18.77
Laundry Aide	Start	\$14.77
	1872 hrs	\$17.76
	3744 hrs	\$18.77
Activity Aide	Start	\$18.50
	1872 hrs	\$18.79
	3744 hrs	\$19.08
Recreation Aide	Start	\$19.57
	1872 hrs	\$20.38
	3744 hrs	\$20.70

APPENDIX 2 - Exclusions

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

General Manager	Support Services Manager
Director of Care	Head Chef
Community Relations Manager	Therapeutic Recreation Manager
Facilities Maintenance Manager	Scheduler/Receptionist
Administrative Coordinator	

APPENDIX 4 - Health and Welfare Benefits

(a) *BC Medical Services Plan*

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

(b) The Employer agrees to provide the following health and welfare plans to eligible employees and their dependants:

Plan	Benefit Description	WRSV
Threshold	regular employees	20 hrs
	Casuals, 6 m filling 1 position & 20 hrs/wk	Yes
Co-Share of Premiums	Employer pays	100%
Coordination of Benefits		Yes
Extended Health	Deductible, individual	\$25
	Deductible, max family	\$25
	Drug card	Yes
	Prescription Drugs annual max per person	\$15,000
	Prescription Drugs lifetime max per person	unlimited
	Prescription Drugs, Tier 1	100%
	Prescription Drugs, Tier 2	70%
	Prescription Drugs, Tier 3	40%

Plan	Benefit Description	WRSV
	Hearing Aids	\$500/ 5 yrs
	Psychologist, speech therapist, physiotherapist, registered clinical counsellor	\$300 each
	massage therapist, naturopath	\$200 each
	osteopath, chiropractor, podiatrist, chiropodist including 1 x-ray each	\$300 each
	Massage requires doctor's order	Yes
	Contacts / glasses 100%	\$200/24 mth
	Eye Exams	N/A
	Emergency Travel Assistance lifetime maximum	\$1,000,000
Dental	Deductible	\$0
	Annual max per person	\$1,000
	1 full exam every 24 months	80%
	1 recall every 9 months	80%
	X-Rays complete 1 every 24 months	80%
	1 bitewing x-rays every 5 months, max 2 per year	80%
	diagnostic x-rays	80%
	Basic (Plan A)	80%
	Major (Plan B)	50%
Group Life	Employee	\$25,000
	Optional (employee)	\$10 - \$250000
	Optional (spouse)	\$10 - \$250000
	basic life Ends at age	70
	AD & D	Yes
	AD & D ends at age	70

MEMORANDUM OF AGREEMENT #8

Staff Meals

The parties agree that the following will govern the price charged to employees for staff meals effective date of ratification, all employees will pay the following for meals until the end of this agreement:

Breakfast/Lunch/Dinner \$4

INFORMATION APPENDIX A

General Wage Increases and Wage Levelling

For information and reference purposes only, and for the convenience of the workforce, *Information Appendix A* outlines the details of the HEABC established wage schedules, HEABC-negotiated general wage increases for wage levelled worksites, and how HEABC calculates the Cost-of-Living Adjustment it has negotiated.

Nothing in Information Appendix A is subject to negotiation between the Employer and Union. Nothing in *Information Appendix A* is subject to processes set out in Article 8 - Grievances and Article 9 - Arbitration. *Information Appendix A* will not be included or form the basis for any wage negotiations between the parties.

General Wage Increases for Wage Levelled Worksites (note: extract from HEABC negotiated agreements)

General Wage increases will be according to the rates of pay established under the provincial government's wage levelling program:

- April 1, 2022: 25¢/hour increase to all wage grids and then 3.24% increase to all wage grids
- April 1, 2023: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to COLA as described below.
- April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2% and a maximum of 3%, subject to COLA as described below.
- April 1, 2025: Increase to all wage grids in accordance with the rates of pay established under the provincial government's wage levelling program.

Cost of Living Adjustment (COLA)

Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with the provincial government's wage levelling program. COLA is an upward adjustment applied to and folded into all wage rates.

The "*annualized average of BC CPI over twelve months*" (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "*Latest 12-month Average Index*", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest *12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule - Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, effective on the first pay period after April 1, 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, effective on the first pay period after April 1, 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1%.

INFORMATION APPENDIX B Worksite Specific Hours/Overtime

Worksite specific hours of work, excluding paid meal breaks and thresholds for the application of overtime rates are as follows:

Worksite	Definition of Full-Time Daily	Definition of Full-Time Weekly	OT paid after: Hours Daily	OT paid after: Hours Weekly
RHSV	7.5	37.5	7.5	37.5
AUB	7 (minimum)	35 (minimum)	7.5	37.5
CVSV	7.5 - 10	36 - 40	7.5	37.5
GSV	7.5 Cooks: 10	Avg 36 - 37.5	7.5 Cooks: 10	37.5 Cooks: 40
NSV	7.5	37.5	7.5	37.5
PPSV	7.5 Cooks 7.5 - 10	37.5 Cooks 37.5 - 40	7.5 or 10	37.5 or 40
RCC	7.2 or 7.5	36 minimum	7.5	37.5
WOV	7.5	36 - 40	IL: 7.5 AL: 8	IL: 37.5 AL: 40
WRSV	7.5	35 - 37.5	7.5	37.5

Where the agreement provides for an hours of work agreement of a 10-hour day/40 hour week, those will be the basis for overtime calculations for those employees.

MEMORANDUM OF AGREEMENT #1 Early Safe Return to Work

The Union and the Employer agree that ill or injured employees may benefit from Early Safe Return to Work Programs which may involve a number of initiatives including a gradual increase in hours of work up to full shift hours, modified work, workplace modification, a work hardening program or, if necessary, a change in work assignment.

Participation in such a program will be voluntary for both the employee and the Employer. The plan will be developed with the written consent of the employee's medical or nurse practitioner and guided by the identified limitations and restrictions. While participating in the program the employee may be considered supernumerary.

The employee, an employer designate and the employee's chosen union steward or the union staff representative will meet to agree on a suitable written return to work (RTW) plan, which will be provided to the employee. The plan will include particulars regarding modifications to duties, hours of work, work schedules, reporting relationships and other matters relevant to the RTW plan.

The employer will be responsible for making all necessary arrangements for the employee's return to the workplace including communication with other staff.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program are entitled to all the benefits of the agreement, on a proportionate basis based on their employee status,

except medical, extended health, dental plan coverage and group life which will be paid in accordance with Article 24 - Health and Welfare Benefits.

MEMORANDUM OF AGREEMENT #2
Diversity, Equity and Inclusiveness Policy

The Union and Employer agree to the following diversity, equity and inclusiveness policy to support employees at work.

- (a) The parties are committed to supporting an equitable, diverse and inclusive workplace that recognizes and values each person's unique differences, qualities and characteristics, and where staff and residents are treated fairly with dignity and respect.
- (b) The parties acknowledge the balance that exists between the individual rights of an employee with the collective rights of all employees, and that there may be a need at times for greater support of individual employees based on their current needs.
- (c) The parties agree that an employee undergoing a transition in their personal qualities, characteristics or identity is entitled to access the relevant provisions of the Collective Agreement according to their individual transition requirements. This includes the protection of their personal information privacy within the requirements of law.
- (d) The Employer and the Union will make every effort to protect the privacy and safety of employees at all times, and during a transition activity requiring accommodation.

MEMORANDUM OF AGREEMENT #3
Common Employer Job Title Review and Standardization

The Employer and Union have reached a Settlement agreement that it is a Common Employer for labour relations purposes.

The parties have different, and multiple job titles currently listed in the collective agreements for similar positions across the Common Employer. (list of job titles attached) The parties agree that there is benefit to having consistent job titles for describing similar positions with comparable scopes of duties in different sites of the Common Employer.

The parties agree that a committee will be established, within 60 days from the date of ratification, to standardize position titles across sites where the positions have the same or similar duties, and add, delete or amend position titles as required. This can include referring to existing job descriptions in the different sites and consulting with incumbents for the purposes of determining comparability of duties.

The committee will be comprised of four members representing and appointed by the Union, and four members representing the Employer.

Additional representatives of the Union and Employer can act as resources to the committee in its review.

This Memorandum will be only renewed if its review remains incomplete.

MEMORANDUM OF AGREEMENT #4
Job Sharing

This MOU establishes provision for two regular employees to voluntarily "*job share*" a single full-time position.

Employees may initiate a request for job sharing in writing. The approval of any job share request is at the sole discretion of the Employer.

A job-sharing arrangement will be a written agreement mutually agreed between the parties which sets out the names of the participant employees, the position to be shared, how the shifts/hours will be shared and how benefits will be allocated.

Terms and Conditions

Job-sharing arrangements will not result in increased cost to the Employer. Clause 24.2 (Health and Welfare)(a), which sets out the average number of hours that a part-time employee must work to secure health benefits, will individually apply to each of the participants in the job-sharing arrangement.

Job share partners will have the primary obligation to relieve all scheduled absences for each other, including annual vacation. By mutual agreement between the job share partners and the Employer other employees may cover absences.

Procedures for Termination of Job-Sharing Arrangements

1. Either of the employees sharing the job or the Employer may terminate a job-sharing arrangement upon 30 days' notice.
2. When either of the employees sharing the job or the Employer terminates a job-sharing arrangement, the employee who originally held the line will be offered the regular full-time position previously shared.
3. The status of each of the employees in a job-sharing arrangement will be part-time employee.
4. The employees sharing a job agree that a decision to terminate a job-sharing arrangement is not grievable.

MEMORANDUM OF AGREEMENT #5
Multi-Site Posting Pilot Project

The Parties hereby agree to implement a Pilot Project to trial a Multi-Site Job Posting system procedure as follows. This Pilot Project is specific to the BCGEU certified Employers listed as a Common Employer in the 2020 Settlement Agreement between the parties. The parties will agree upon up to six worksites to participate in the trial. No worksite will be required to participate in the pilot project against the members' wishes.

1. *Participating Worksites:*
 - (i) Comox Valley Seniors Village
 - (ii) The Wellesley of Victoria
 - (iii) Guildford Seniors Village
 - (iv) Renfrew Care Centre
 - (v) Auburn Seniors Residence
 - (vi) Peace Portal Seniors Village

2. Definitions for the purposes of this Memorandum of Agreement:

Common Employer - is Well Being Services Ltd. and includes Well Being Services (AUB) Ltd., Well Being Services (CVSV) Ltd., Well Being Services (GSV) Ltd., Well Being Services (NSV) Ltd., Well Being Services (PPSV) Ltd., Well Being Services (RCC) Ltd., Well Being Services (RHSV) Ltd., Well Being Services (WOV) Ltd., and Well Being Services (WRSV) Ltd.

Home site - is the worksite at which an employee is employed prior to applying for a vacancy at another worksite.

New site - is the worksite to which an employee relocates following successful application on a posting.

Posting - means notice of a regular vacancy.

Service Seniority - means the length of continuous service as an employee within the Common Employer and includes site seniority from all worksites. Service seniority will be used for the determination of wage rate and increment step, layoff and recall and vacation entitlement.

Site Seniority - means the length of continuous service at a worksite. Site seniority will be used for postings and vacation scheduling.

Vacancy - means a regular position the Employer requires to be filled.

3. *Entitlements and banks* - For the purposes of this Memorandum of Agreement, “*entitlements*” and “*banks*” are:

Wages

Transferring employees will retain their wage and increment step at the new site and when returning to their original worksite if they return to their previous position during the qualifying period.

Annual Vacation

Vacation entitlement earned at the home site will be credited to the employee, and vacations granted at the new site will be calculated using such previous entitlement.

Sick leave bank

Where an employee has accumulated a sick leave bank, they will be credited with any unused accumulation of sick leave from their home site, up to a maximum entitlement at the new site and will be entitled to sick leave in accordance with the provisions of the collective agreement at the new site.

Health and Welfare Benefits

An employee in receipt of health and welfare benefits at their home site will have such benefits maintained seamlessly when they transfer to the new site.

Overtime banks are not part of this Pilot Project. Where such banks exist, these will be paid out by the home site on transfer of the employee to the new site.

4. *Process*:

(a) Vacancies and newly created positions will be posted in accordance with Article 12 - Vacancy Posting at all sites simultaneously, internally and externally. All BCGEU

members of the participating worksites will have the right to apply in writing for any posting provided they have the required qualifications.

Where an employee is applying for a posting that is not located at their home site they must do so through the external posting process of the Common Employer.

Order of Consideration:

- (i) All qualified applicants from the site where the posting originated will have first right to fill a posting at that site and will be given first consideration; then, if the posting has been left unfilled,
 - (ii) all qualified applicants from other participating worksites of the Common Employer will be considered; then, if the posting continues to be unfilled,
 - (iii) qualified external applicants will be considered.
- (b) Once an employee is successful in the bidding process the new site will become the employee's home site. Employees will transfer into the new site with full seniority, entitlements and banks. All provisions of the collective agreement in effect at the new site will apply to the employee.
- (c) Transferring employees must complete a three-month qualifying period in the new position at the new site before they are able to post into alternate positions within the new site.

In no instance will a transferring employee lose seniority or perquisites.

If a regular employee has been transferred and during their qualifying period is found to be unsatisfactory in the new position, then they will be returned to their former home site, job and increment step, without loss of seniority or perquisites. Any other employee hired or transferred because of the rearrangement of jobs, will be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a transfer during the qualifying period in the new job will return to their former job at their home site without loss of seniority or perquisites on the same basis as above.

(4) *Length of Pilot Project*

This Pilot Project is agreed to on a trial basis for a period of 12 months following ratification. At the end of the 12 months it may be expanded, made permanent or extended only by mutual agreement between the parties.

(5) *Parties to Meet*

During the life of this Pilot Project the Parties agree to meet regularly and not less than every three months to discuss any issues that may arise. The parties may, by mutual, written agreement, make adjustments to the language of this memorandum.

(6) *Joint Committee*

A joint committee comprising of up to four representatives of the Employer and up to four member representatives of the Union will be established to conduct these discussions. It is understood that the Union will appoint its member representatives and that Union staff representatives with responsibility for participating worksites may also participate in the discussions. Meetings may be held online, in person or a combination of both.

(7) The committee will report back to the parties before bargaining for the next collective agreement commences. The report will include information on the number of cross worksite applications and appointments as well as any issues that arose during the pilot project and how they were resolved.

MEMORANDUM OF AGREEMENT #6
Joint Benefit Plans Review

The employer and the union will, by January 31, 2024, establish a joint committee to review the employee benefits plans provided for the facilities covered by this collective agreement. The review will be completed no later than June 30, 2024.

The purpose of the review is to make recommendations to the Bargaining Principals for modifications, adjustments or other changes so that a single, standard benefit plan covering all worksites can be established.

The joint committee will consist of employer representatives, union staff representatives and members of the bargaining committee appointed by the union to participate. The parties will mutually agree on the size of the committee, but a minimum of three employees will be chosen by the union, including two employees from the lower mainland area and one from the island.

The review will include: extended health benefits, dental benefits, vision care, drug/pharmaceutical plans, paramedical coverage, accidental death and dismemberment, emergency travel assistance, group life insurance, short-term disability, long-term disability, and any other employee benefit group plan provided for by agreement but not listed here.

The review will include, but is not limited to, a review of the current plans, their cost, coverages, terms and conditions; improvements or enhancements consistent with current industry standards; recommendations on service standards of providers and claims paying agents, and any other item associated with creating a standard benefits package for employees.

It is agreed that should this review result in cost savings in premiums and other charges from service providers and claims paying agents, such savings will be re-invested into improved benefits for covered eligible employees.

MEMORANDUM OF AGREEMENT #7
BC Target Benefit Pension Plan

Within 30 days of ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan.

(a) *Eligibility*

(1) Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees and casual employees who have completed at least 24 months of continuous employment and earning at least 35% of the YMPE in each of two consecutive calendar years.

(2) For new and existing employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.

(3) Once an employee joins the BC Target Benefit Pension Plan, they must remain a member for as long as they continue to be employed by the Common Employer.

(b) Notwithstanding (a) above, an employee may decline membership in the Plan by filing a waiver form with the Employer within 30 days of becoming eligible to participate. Employees who waive participation will be ineligible to participate in the pension plan at a later time.

(c) *Contributions*

The Employer's and employee's contribution rate will be the percentage of each employee's gross earnings as shown below. The Employer will deduct the required percentage of gross earnings, from each eligible employee's gross earnings, and remit that amount together with the Employer's required contribution on behalf of each employee to the BC Target Benefit Pension Plan. Employees may, at their own discretion, make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan by advising the Employer in writing of their desire to do so. The Employer will deduct any such voluntary contributions from the employee's gross earnings and submit them with the required contributions to the BC Target Benefit Pension Plan.

Years of service	Percentage of Gross Earnings
1 - 5	2%
6 - 9	3%
10 years +	4%
Voluntary contributions	Not matched

The sum of the Employer's required contribution, the employee's required contribution and the employee's voluntary contribution may not exceed the maximum permitted under the *Income Tax Act*.

(d) *Remittance of Contributions*

(1) All Employer and employee required contributions will be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance will be made in accordance with statutory regulations contained in the applicable Provincial Legislation.

(2) The pension remittance report will be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.

(3) The information will be provided as follows:

- (i) SIN
- (ii) Name
- (iii) Employee contribution amount
- (iv) Employer contribution amount
- (v) Employee Voluntary contribution amount

(e) If the Employer's application to the BC Target Benefit Pension Plan is not successful, the Employer will establish a group RRSP within 60 calendar days. The eligibility and contribution provisions set out in Clause 31.2 (Registered Retirement Savings Plan) will apply to the group RRSP.