

RATIFICATION DOCUMENT

between the

THE CASCADES CARE COMMUNITY

and the

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

Housekeeping Changes Agreed to:**Amend Agreement Language to be Gender Neutral:**

The Union proposes the collective agreement be amended to include only gender-neutral language. Any such change shall not change the meaning or interpretation of language.

Examples:

- His/hers → they/them
- Maternity leave → pregnancy leave
- Mother/father → parent(s)

Amend Agreement to Incorporate BCGEU Formatting Standards:

The Union proposes that upon reaching a tentative agreement the BCGEU shall draft an amended copy of the agreement updated with the latest formatting standards. Any such change shall not change the meaning or interpretation of language. The Union shall provide the Employer with a draft copy identifying formatting changes and the Employer shall have a veto on any such change.

A copy of the formatting standards is attached.

Amend Agreement to reflect the end of MSP:

The Union proposes that all references to the Medical Services Plan be removed from the agreement as the plan ceased on December 31, 2019.

Employer name change:

Amend all references in Agreement from *“Sienna – Baltic (The Cascades) Inc.”* to *“The Cascades Care Community”*.

DEFINITIONS

(10) “calendar year” means from January 1 to December 31.

(11) “common-law spouse” - includes ~~same sex and opposite sex~~ individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least 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.

Note: subsequent articles to be increased by one.

ARTICLE 1 - PURPOSE OF AGREEMENT**1.4 Use of ~~Feminine~~ Gender Neutral and Singular Terms**

The parties agree to use gender neutral terms in this agreement. Wherever the ~~feminine or singular~~ is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

1.6 Personal Harassment

(e) "Personal harassment" is defined as "deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer". It may be repeated or persistent or may be a single serious incident. Personal harassment includes both discriminatory and psychological harassment;

(1) "Discriminatory Harassment" is, personal harassment based on any of the prohibited grounds of discrimination under the *Human Rights Act* of British Columbia including: "age, race, sex, sexual orientation, **gender identity or expression**, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted".

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent or Recognition

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

(b) ~~The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except General Manager, Recreation Manager, Nutritional Food Service Manager, Director of Care, Administrative Assistant, Maintenance Manager, Maintenance 1, Palliative Care Coordinator, Tenant Services Coordinator and LPN Team Leader.~~ **The bargaining unit shall be comprised of all employees of the Employer, except those excluded by the Code or as previously agreed.**

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.5 Bargaining Unit Staff Meetings (New)

The Union may request to conduct bargaining unit meetings at the Employer's place of business. The Union agrees to provide the Employer with four weeks' notice of the meeting and the Employer agrees to provide a room for the meeting at a mutually agreeable time and place. Such meetings are permitted during work hours and are without loss of pay for employees to attend.

The Union acknowledges the nature of the Employer's business is such that not all employees may be able to attend meetings.

ARTICLE 11 - SENIORITY

11.3 Loss of Seniority

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

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than 12 months;

- (d) he/she abandons his/her position in accordance with Clause 10.7 (Employment Abandoned);
- (e) he/she is on layoff and fails to report when recalled for work for an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer.
- (f) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21 - Maternity and Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.

(g) they fail to return to work after the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given.

ARTICLE 12 – VACANCY POSTINGS

12.3 Selection Criteria

- (a) The successful applicant will be determined **from their overall performance including** qualifications, knowledge, education, skills, experience, **culpable attendance** and seniority. Where two or more applicants are relatively equal, the one with the greater classification seniority will be selected.

ARTICLE 14 - HOURS OF WORK

14.5 Shift Differential

~~Employees working a full evening (seven and one-half hours) shall be paid a shift differential of 75¢ per hour for the entire shift worked. Employees working a full night (seven and one-half hours) shift shall be paid a shift differential of 90¢ per hour for the entire shift worked.~~

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

(a) Evening Shift Differential

There will be an evening shift differential premium of 75¢ per hour, for all hours worked between 14:00 hours and 23:00 hours.

(b) Night Shift Differential

There will be a night shift differential premium of 90¢ per hour, for all hours worked between 23:00 hours and 07:00 hours.

(c) Weekend Day Shift Differential

There will be a weekend shift differential premium of 25¢ per hour, for all hours worked between 07:00 hours and 14:00 hours on Saturdays and Sundays.

(d) The shift differential premiums listed above (a, b, c) will not be used to compute hourly overtime rates.

ARTICLE 16 – PAID HOLIDAYS

16.1 Paid Holidays

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

- | | |
|--|--------------------------------------|
| • New Year's Day (January 1) | Family Day |
| • Victoria Day Queen's Birthday | Easter Monday |
| • Thanksgiving Day | Canada Day (July 1) |
| • Boxing Day (December 26) | Labour Day |
| • Good Friday | Remembrance Day (November 11) |
| • BC Day | Christmas Day (December 25) |

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

**Note: Consequential to Article 30.6 (Statutory Holidays for Casual Employees).*

16.6 ~~Proration of Holiday Pay~~ **Holiday Pay for Part-Time Employees and Casual Employees**

~~Holiday pay for eligible regular part-time employees shall be at 4.8% of basic pay on every paycheque.~~

(a) Part-time and Casual employees will be paid two times their basic rate of pay for hours worked on a designated holiday.

(b) Part-time employees shall be paid 4.8% percent of their gross pay on each paycheque, in lieu of named holiday pay.

ARTICLE 17 -ANNUAL VACATION

17.1 Entitlement

(a) Vacation entitlement is accrued one calendar year and taken the following calendar year.

~~(b) "Vacation year" the first vacation year is the calendar year in which the employee's first anniversary falls.~~

(b) Regular employees shall be credited for and granted paid vacations earned based on the employee's hours worked during the previous January 1st to December 31st period. Hours worked include all hours paid for paid sick leave, union leave, and all other paid leaves. Entitlement:

~~Vacation~~ **Employment Year Entitlement**

- 1st to 4th ~~vacation~~ year 3 weeks at 6%
- 5th to 9th ~~vacation~~ year 4 weeks at 8%
- 10th to 14th ~~vacation~~ years 5 weeks at 10%
- 15th ~~vacation~~ years or greater 6 weeks at 12%

(c) Vacation shall be paid at the employee's current rate of pay.

(d) Probationary employees shall not be entitled to take vacation leave.

17.2 Vacation Earnings for Partial Year

- (a) An employee who has worked for the Employer for less than a full calendar year ~~prior to the commencement of their first vacation year~~ shall receive vacation on a pro rata basis **in the next calendar year** in their first vacation year.
- (b) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (c) 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.

17.3 Vacation Carryover

- (a) An employee may carry over up to five days' vacation leave per year which must be taken the following calendar year. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, not later than October 1st of each **calendar** ~~vacation~~ year.
- (b) The employee may opt to forego seven vacation days per year to be transferred into an RRSP at the employee's option. The Employer must be notified of this option no later than October 1st of each year.

ARTICLE 18 – SICK LEAVE**18.1 Sick Leave Entitlement**

- (a) ~~Effective January 1, 2011~~ Regular employees shall accumulate sick leave at the rate of 3.5% of straight-time hours paid (nine days per year). Unused sick leave credits may be carried over and banked from year to year to a maximum of ~~108~~ **150** hours.
- (b) Regular employees who have not completed probation shall accumulate sick leave credits but shall not be entitled to take paid sick leave.
- (c) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness.
- (d) Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation. The Employer may require a doctor's note at the third day of illness.

Note: Employees with sick banks in excess of **150** ~~108~~ hours will retain their banks, but will not continue to accrue sick leave until the level of their banks drops below **150** ~~108~~ hours.

18.3 Expiration of Sick Leave Credits

~~The Employer shall inform employees, in writing, when their sick leave credits expire.~~ At the expiration of paid sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on

unpaid leave of absence in accordance with Clause 20.5 (Unpaid Leave). If the employee is not fit to return to his/her 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 only for the first 20 work shifts following the expiration of the sick leave credits.

Employees who wish to continue coverage under Clauses 25.1 (Medical Plan), 25.2 (Dental Plan), 25.3 (Group Life Insurance) and 25.4 (Extended Benefits) may do so provided the employee pays the full cost of the premiums.

18.4 Probationary Period

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

ARTICLE 20 – SPECIAL AND OTHER LEAVE

20.1 Special Leave

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

marriage of the employee	three days;
attend wedding of the employee's child	one day;
attend formal hearing to become a Canadian citizen	one day;
birth or adoption of a child paternity leave	three days;

for sudden serious illness of a spouse or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care up to two days from accumulated sick leave credits.

20.2 ~~Compassionate~~ **Bereavement** Leave

- (a) ~~Compassionate~~ **Bereavement** leave of absence with pay for up to three workdays will be granted by the Employer upon request by a regular employee in the event of the death of an immediate family member.
- (b) Up to two additional days without pay will be granted to regular employees for travelling time.
- (c) Such ~~compassionate~~ **bereavement** leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations.
- (d) When ~~compassionate~~ **bereavement** leave of absence is granted, any concurrent paid leave credits used shall be restored. **Bereavement** leave of absence with pay shall not apply when the employee is on an unpaid leave of absence.
- (e) Every effort will be made to grant additional ~~compassionate~~ **bereavement** leave of absence without pay, if requested by the employee.

20.3 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 – Health and Welfare Plans.

For article 20.3 Compassionate Care Leave, “family member” is defined as per the Family Member Regulations of the Employment Standards Act.

(a) An employee is entitled to up to 27 weeks of unpaid leave to provide care and support for a family member who has a significant risk of death within the next 26 weeks.

(b) The Employer may request a medical certificate stating the family member is in serious risk of death within 26 weeks or another prescribed period. The employee may extend the leave if the family member does not die by within the leave period if they obtain a new medical certificate.

(c) Notwithstanding Clause 11.3(a) Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 – Health and Welfare Plans.

20.7 Education Leave

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

(b) The Employer will make reasonable efforts to provide an environment conducive to the learning process.

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

~~(e)~~ **(d)** This article does not apply to bona fide requirements (i.e., nurses).

20.9 Domestic Violence Leave (New)

An employee may request leave under the Domestic Violence provisions of the Employment Standards Act, as amended. An employee is entitled during each calendar year to:

(a) up to five days of paid leave,

(b) up to five days of unpaid leave, and

(c) up to 15 weeks of additional unpaid leave.

ARTICLE 21 – MATERNITY PREGNANCY, PARENTAL, AND ADOPTION LEAVE

21.1 Maternity Pregnancy Leave

(a) An employee is entitled to maternity pregnancy leave of up to 17 consecutive weeks without pay.

(b) An employee shall notify the Employer in writing **at least 4 weeks in advance** of the expected **date the leave will begin or the birth** date, **whichever is sooner**. of termination of her pregnancy. Such notice will be given at least 11 weeks prior to the expected date of the termination of the pregnancy.

(c) The period of maternity **pregnancy** leave shall commence ~~six weeks~~ **no more than 13 weeks** prior to the expected **birth** date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

~~(c) For the first 20 days of such leave, the employee should be entitled to the benefits applicable to other leaves of absence. For the balance of the leave the employee shall be entitled to the maternity/parental/adoption leave benefits set out in the Employment Standards Act.~~

(d) An employee is entitled to up to 6 consecutive weeks of leave without pay after the termination of the employee's pregnancy, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(e) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends.

21.2 Parental and Adoption Leave

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

(a) For a birth mother **parent** who takes leave under Clause 21.1 (Maternity **Pregnancy** Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to ~~61~~ **35** consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.1 (Maternity **Pregnancy** Leave) unless the Employer and the employee agree otherwise.

(b) For a birth mother **or non-birth parent** who does not take leave under Clause 21.1 (Maternity **Pregnancy** Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to ~~62~~ **37** consecutive weeks of unpaid leave beginning after the child's birth and within ~~78~~ **52** weeks after that event.

~~(c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after that event.~~

~~(d)~~ **(c)** For an adopting parent, up to ~~37~~ consecutive weeks beginning within ~~52~~ weeks after the child is placed with the parent.

~~(e)~~ **(d)** Where both parents are employees of the Employer, the employees shall determine the apportionment of the ~~62~~ **37** weeks.

~~(f)~~ **(e)** An employee shall notify the Employer in writing **at least 4 weeks in advance** of the expected **birth** date **or the date the leave will commence**. of the termination of her pregnancy. Such notice will be given at least 11 weeks prior to the expected date of the termination of the pregnancy.

~~(g)~~ **(f)** In the case of a **non-birth parent** father, following the birth or adoption of the child, parental leave shall commence within the ~~78~~ **52** week period after the birth or adoption of the child. Such leave request must be supported by appropriate documentation.

(h) (g) An employee's combined entitlement to leave under Clause 21.1 (Maternity **Pregnancy** Leave) is limited to **78** 52 weeks plus any additional leave the employee is entitled to under Clause 21.1(e) (e) or **21.2** (i) (Maternity **Parental** Leave) below.

(i) (h) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a), (b), (c) or (d) above.

21.3 Extension of Leaves

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

21.4 Benefit Plan

If an employee maintains coverage for benefits while on maternity **pregnancy** leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of **62** 37 weeks.

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

21.5 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clause 21.1 (Maternity **Pregnancy** Leave), 21.2 (Parental and Adoption Leave) and 21.3 (Extension of Leaves) commenced if he/she does not return to work.

ARTICLE 22 – SAFETY AND HEALTH

22.1 Health and Safety Committee

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

~~(1) three representatives appointed by the Employer; and~~

~~(2) three representatives or their alternate(s) as appointed by the Union.~~

~~The Employer's representative shall not be members of the bargaining unit. The Union's representatives shall be employees at the workplace.~~

~~(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.~~

~~(c) Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practical.~~

~~(d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* or regulations.~~

(a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the *Workers Compensation Act*.

(b) The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with the Act.

(c) A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

(d) The parties agree to participate in developing a program to reduce risk of occupational injury or illness.

(e) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions.

(f) The Committee will be comprised of a minimum of ~~two~~ three worker representatives appointed by the Union and ~~two~~ three employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee.

(g) (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the *WCB Occupational Health and Safety Regulations*.

(h) (c) Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practical.

(i) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the *Occupational Health and Safety Regulation* outlined in Information Appendix B. The Employer has a process in place that must be followed by the Employee in the event the employee exercises this right.

(j) The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees.

22.2 – 22.7

Maintain Current Language

ARTICLE 25 – HEALTH AND WELFARE PLANS

25.1 ~~Medical Plan~~

Eligible employees shall be covered by the British Columbia Medical Services Plan or carrier approved

by the British Columbia Medical Services Commission. The Employer shall pay 100% of the premium for employees and dependents.

25.5 Commencement of Coverage

Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work ~~22½~~ **20** hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period. The Employer shall pay 100% of the premiums for employees and dependents.

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

27.1 Payment of Wages and Allowances

- (a) Employees shall be paid on the seventh and 22nd day of each month by direct deposit. **When these dates fall on a non-banking day, employees will be paid on the banking day immediately before.**
- (b) The distribution of paystubs shall be on **or before** payday.
- (c) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.
- (d) If the direct deposit is not received on the payday, the Employer shall arrange for the employee to be provided with an adequate advance on his/her wages.
- (e) In the event that an error is made on a paycheque by the Employer, the Employer agrees to correct the error within two business days upon written request by the employee.

27.4 Mileage

An allowance of ~~54~~ **59**¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

27.6 Staff Meals

Staff meals shall be provided by the Employer at no cost to the employee. All staff meals to be the same.

ARTICLE XX - RRSP (NEW)

Effective January 16 2022, the Employer to introduce a voluntary, matching RRSP program for permanent full time and part time employees. The Employer will match employee contributions of up to 1% of their income. Employees are eligible after completing 3 months of continuous service. Effective June 30, 2023, the Employer will match employee contributions of up to 1.5% of their income. Employees may voluntarily choose to contribute additional funds to the plan, but the Employer will only match up to the percentages noted in this article.

- **Starting on January 16 2022, the Employer shall establish an optional Employer-matching, to a maximum of one percent (1%) of their income, Group RRSP Plan available to all for permanent full time and part time employees. An information package including application form shall be provided to each employee on hire. Enrollment is voluntary.**

- **Upon completing 3 months of continuous service, an employee may participate and enroll in the Plan in accordance with plan rules. The Plan carrier will determine the remittance procedure of the contributions to the plan. Employer's matching contribution shall be made in the same time period as employee's contribution.**
- **The Employer shall provide the employee with plan information on request. The Plan carrier shall make available, to all employees, education prior to their enrollment in the Plan. The Plan carrier shall also provide retirement planning or ongoing education to the employees upon request. These sessions shall be at no cost to the employee.**
- **Employees are offered a choice in the types of investment, based on the choices available under the Plan. Employer contributions made to the Plan will be vested in the employee on the date the employee starts the Plan.**
- **Employees will be provided with semi-annual statements, by the plan provider, of the balance of their RRSP accounts and activities related thereto and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions within a two-week period or shall be provided access to the plan carrier – cost to be borne by Employer.**
- **Employees may withdraw from their account in exceptional circumstances.**
- **Upon termination, an employee has the option to transfer their RRSP account balance to a personal RRSP with the carrier, transfer to an RRSP with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).**
- **In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).**
All costs of administration at the Plan level will be borne by the Employer. All extra individual administrative costs will be borne by the employee. There will be no charge to employees on contributions, death, termination, or retirement benefits.
- **Where any of the terms of this Article are in conflict with Provincial or Federal Legislation, or with Revenue Canada or other applicable regulations, the requirement of the Legislation and/or Regulations will apply.**

ARTICLE 29 – GENERAL CONDITIONS

29.6 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 shall meet at the call of either party **or once every two months** at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. Employees attending joint committee meetings outside of their regular hours of work will be paid at straight-time for all hours spent attending such meetings.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.

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

The Committee shall have the power to make recommendations to the parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties, **including but not limited to workload issues;**
- (2) correcting conditions causing misunderstandings;
- (3) dealing with matters referred to it in this agreement.

(e) Minutes of joint committee meetings shall be transcribed by the Employer or **the committee member presiding over the meeting**, and distributed to committee members.

ARTICLE 31 - DURATION OF AGREEMENT

31.1 Duration

This agreement will be for the period of **July 1, 2020 to the earlier of:**

- (a) Wage levelling by the Government of BC ("the Government") ends for employees; or**
- (b) June 30, 2023.**

Should wage levelling by the Government end prior to June 30, 2021, the term of the agreement will be from July 1, 2020 to June 30, 2021.

31.2 Notice to Bargain

(a) This agreement may be opened to collective bargaining by either party giving written notice to the other party **as stipulated in Memorandum of Understanding #XX (Re: Term of Agreement).**

Consequential amendments to Article 31 to reflect new expiry.

MEMORANDUM OF UNDERSTANDING XX

RE: Term Of Agreement (NEW)

The parties agree that:

1. If this collective agreement expires both as a result of wage levelling by the Government of BC ("the Government") ending for employees as per Clause 31.1 (a) (Duration) and before June 30, 2021:

a. When meeting to renegotiate the collective agreement, the parties will restrict the scope of bargaining to wages only.

b. The term of the new collective agreement will be one year, unless the parties agree otherwise.

c. Notwithstanding s.45 and 46 of the Code, the parties agree that notice to bargain will be provided as such:

i. Notice to bargain will be served by either party by giving written notice to the other party when they receive notice from the Government that wage levelling will end. Every effort will be made to give notice within 14 days of receiving notice from the Government. If no notice is given, notice will be deemed to have been given on midnight June 30, 2021.

ii. The parties will meet to renegotiate the collective agreement within 60 days of expiry.

2. If this collective agreement expires both as a result of wage levelling by the Government for employees as per Clause 31.1 (a) (Duration) and between July 1, 2021 and June 30, 2023:

a. When meeting to renegotiate the collective agreement, the parties will restrict the scope of bargaining to wages only.

b. The term of the new collective agreement will be one year, unless the parties agree otherwise.

c. Notice to bargain will be served by either party by giving written notice to the other party when they receive notice from the Government that wage levelling will end. Every effort will be made to give notice at least 60 days in advance, when that much notice is given by the Government.

3. If this collective agreement expires on June 30, 2023:

a. Notice to bargain will be served by either party giving written notice to the other party on or after March 31, 2023, but in any event, no later than midnight June 30, 2023.

MEMORANDUM OF UNDERSTANDING XX
RE: Recognition Of Previous Experience (NEW)

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of nineteen hundred and fifty (1950) hours paid in previous employment equals one (1) year of service.

It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she/he fails to make a claim in the specified time-period or fails to provide reasonable proof of recent related experience acceptable to the Employer, she/he shall not be entitled to recognition.

Any current Employee shall have a period of ninety (90) days from date of ratification of this agreement to make a claim of recent related experience in order to be considered for a salary increment increase. There shall be no retro payments for any employee whose claim for an increased wage increment is accepted.