

**COLLECTIVE AGREEMENT**

**between the**

**THE WELLESLEY OF VICTORIA**

**and the**

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

**Effective from August 3, 1999 to August 2, 2003**

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## DEFINITIONS

"*Bargaining Unit*" - is the unit for collective bargaining described in the certification issued by the Industrial Relations Council on August 3, 1990 covering employees of the Employer for whom the BC Government and Service Employees' Union is the bargaining agent.

"*Basic pay*" - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix 3.

"*Child*" - is deemed to include a ward of the superintendent of Child Welfare, or a child of a spouse.

"*Day*", "*Week*", "*Month*", "*Year*" - means a calendar day, week, month, year unless otherwise specified in this Agreement.

"*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 his/her position. This does not include the days the employee is on leave of absence.

"*Employee*" - means a member of the bargaining unit who is:

- (a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed sixty-five (65) working shifts.
- (b) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) "*casual employee*" - means 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

A casual employee is only entitled to the benefits set out in Appendix 1.

"*Employer*" - means The Wellesley of Victoria at 2800 Blanshard Street, Victoria, BC.

"*Holiday*" - means the twenty-four (24) period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

"*Layoff*" - means 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.

"*Resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

"*Rest Period*" - means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

"*Spouse*" - means a person of the opposite sex to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for two years or more or a person of the same sex with whom the employee has cohabited in a same sex relationship for two years or more.

"*Union*" - means the BC Government and Service Employees' Union.

**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

- (a) To make provision for the mutual benefit of the parties, for the orderly and expeditious settlement of all matters of collective bargaining including but not limited to wages, hours of work and adjustment of grievances.
- (b) To improve the quality of services provided by the Employer and to that end to continue an effective working relationship with its employees and the Union.
- (c) To encourage efficiency in operations.

**1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**1.3 Licensed Premises**

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises and if problems arise as a result of these changes, the Union and Employer will negotiate an Agreement.

**1.4 Singular and Plural**

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

**1.5 Human Rights**

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

**1.6 Sexual Harassment and Discrimination**

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and discrimination. An employee allegedly being harassed and/or discriminated shall register the complaint in writing to the Manager either directly or through the Union. The Manager shall deal with the complaint with all possible confidentiality.

The Manager shall investigate the allegation in an expeditious manner and, if substantiated, take action appropriate to the offence. Where a party is not satisfied with this action or the complaint is not resolved, a grievance may be submitted at Step 2 of the grievance procedure.

Where the allegation was presented through the Union, the Employer shall notify the Union within five (5) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The parties agree that substantiated cases of sexual harassment or discrimination shall be cause for discipline, up to and including dismissal.

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

- (a) Sexual harassment includes but is not limited to:
  - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
  - (2) sexual advances with actual or implied work related consequences;
  - (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
  - (4) verbal abuse, intimidation, or threats of a sexual nature;
  - (5) leering, staring or making sexual gestures;
  - (6) display of pornographic or other sexual materials;
  - (7) offensive pictures, graffiti, cartoons or sayings;
  - (8) unwanted physical contact such as touching, patting, pinching, hugging.
- (b) "*Discrimination*" is defined as deliberate actions, that ought reasonably to be known to be unwelcome by the recipient toward an individual or individuals, by an employee, management, or resident on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.

## **1.7 Personal Harassment**

The Employer and the Union recognize the benefit to be derived from a work environment free from personal harassment and where the conduct and/or language of management, supervisors, all employees, and residents meets the acceptable social standard of the workplace. Personal harassment serves no legitimate workplace purpose. Personal harassment does not include action occasioned through the exercise of the Employer's managerial/supervisory rights and responsibilities as provided for in Article 6 of this collective agreement. The parties agree to foster and promote such an environment.

- (a) Complaints of personal harassment shall be made to the appropriate level of excluded management not involved in the matter.
- (b) Complaints will be investigated and dealt with in an expeditious and appropriate manner.
- (c) If a complaint is not resolved, the matter may be filed through the grievance procedure of Article 8.

## **ARTICLE 2 - BARGAINING AGENT RECOGNITION**

### **2.1 Bargaining Agent Recognition**

The Employer recognizes the BC Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Industrial Relations Council applies.

## **2.2 No Other Agreement**

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

## **2.3 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## **2.4 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his/her 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 or application of any provision in this Agreement, as it applies to employees of the bargaining unit, shall be forwarded to the President of the Union or his/her designate.

## **2.5 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to Staff Representatives or Shop Stewards when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) When access is required for such purposes as set out in (a), the Union representative will notify the Employer in advance.
- (c) Any investigation as set out in (a) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employees neglecting their work duties and responsibilities.

## **2.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards and/or alternates to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and/or alternates and agrees to advise the Employer in writing of any change of steward and/or alternate as soon as possible.

A steward, or the alternate, shall obtain the permission of the immediate supervisor before leaving work to perform duties as a shop steward. Such permission shall not be unreasonably withheld. Leave for this purpose shall be with pay.

Before actually leaving work and on resuming his/her normal duties, the steward shall also notify the immediate supervisor.

The duties of the steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represent in presenting a grievance in accordance with the grievance procedure;

- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer;
- (d) attending meetings at the request of the Employer.

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

## **2.7 Union Bulletin Board**

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

## **2.8 Union Insignia and Union Shop Card**

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one shop card for the Employer's operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

## **2.9 Right to Refuse to Cross Picket Lines**

Employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay or benefits. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **2.10 Leave for Union Business**

- (a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
  - (1) to elected or appointed representatives 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 required them to leave the general work area;
  - (3) to employees called by the Union to appear as witnesses before an Arbitration Board, the Labour Relations Board of BC or the Union Grievance Appeal Committee, provided the dispute involves the Employer; or
  - (4) to a maximum of three (3) employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than six (6) months.

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

**ARTICLE 3 - UNION SECURITY****3.1 Union Membership**

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership subject to the provisions of Section 15 of the Labour Relations Code of British Columbia.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union. The Union agrees to advise the Employer in writing of the amount of its regular monthly dues and the President of the Union shall advise the Employer in writing of any changes in the amount of dues to be deducted.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:

- (1) the amounts deducted from each employee;
- (2) the employee's Social Insurance Number;
- (3) classification and rate of pay;
- (4) number of hours worked during the period covered.

(e) For the duration of this Agreement, no other trade union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. 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 fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

## ARTICLE 6 - EMPLOYER RIGHTS

The Union agrees that the management of the Employer's business and the direction of its working forces, including, but not limited to, hiring, firing, promotion, demotion, classification, reclassification, scheduling and evaluation of employees is vested solely with the Employer except as may be otherwise specifically provided in this agreement.

All rights and functions of the Employer shall be retained unless modified by this Agreement. The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve, order, discipline and efficiency.

The Employer may establish and enforce rules of conduct and procedures to be observed by the employees provided that such rules are not in breach of the specific provisions of the Agreement.

In the exercise of management rights, the Employer will not treat an employee in an unfair and discriminatory manner and will observe the provisions of this Agreement at his/her place of business.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Liquor and Credit Card Rules

The Employer will make rules and policies with respect to the service of liquor and credit card transactions and these rules and policies shall be posted and a copy sent to the Union.

The Employer agrees that any rules and policies with respect to liquor and credit card transactions will not conflict with any statutory regulations or any provisions of this agreement.

### 7.2 Membership Information

- (a) The Employer agrees to provide to the Union twice a year, January and July, a list of all Union members, their current job classification and addresses known to the Employer.
- (b) The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining.
- (c) This Article does not oblige the Employer to provide to the Union, confidential information regarding its business plans, finances or corporate structure.

### 7.3 Service

- (a) No employee who is under the legal age shall serve liquor.
- (b) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age or who in the reasonable opinion of the employee is in an unfit condition for further service. Where, after asking the person to produce suitable identification and proof of age or notifying the person that they are in an unfit condition for further service, an employee who is in doubt as to age or condition may refuse service.
- (c) If an employee is directed by a person designated by the Employer to serve a person as described in (b) above, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

#### **7.4 Employee Attendance at Staff Meetings**

- (a) Where an employee is directed by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) Employees shall 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 work week, subject to the provisions of Article 18.5.

#### **7.5 Joint Labour/Management Committee**

A Labour/Management Committee shall be established, consisting of two employees appointed by the Union and two representatives of the Employer. On the written request of any of its member(s), the Labour/Management Committee shall meet at least once every two months during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour/Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. The Committee shall have the power to make recommendations to the Union and the Employer with respect to issues relating to the workplace that affect the parties or any employees bound by this Agreement. Employees shall not suffer any loss of basic pay while attending meetings of this Committee.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award, including the question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, suspension or discipline of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

#### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee or the Union may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

#### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 must do so no later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which he/she reasonably should have become aware of the action or circumstances giving rise to the grievance.

**8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee or Union may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and,
  - (3) transmitting the grievance through the Union steward, to the designated local supervisor.
- (b) The local supervisor shall:
  - (1) sign and date the grievance as received at Step 2, and;
  - (2) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2.

**8.5 Time Limit to Respond at Step 2**

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.
- (c) The President of the Union, his/her designate, or the Employer may present a grievance at Step 2.

**8.6 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) days after the Employer's decision has been received; or
- (b) twenty-one (21) days after the Employer's decision was due whichever occurs first.

**8.7 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the Union agrees to meet with the Employer prior to the Union filing the grievance directly at arbitration within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

**8.8 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that after having initiated a grievance an employee endeavours to pursue the same grievance through any other channel, the Union agrees that, pursuant to this Article, the grievance shall be abandoned.

### **8.9 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall 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 render a decision according to equitable principles and the justice of the case.

### **8.10 Amending Time Limits**

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

### **8.11 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 shall be discussed initially with the Employer or designate and the Union within fourteen (14) days of the occurrence.
- (b) Where no satisfactory agreement is reached, either party, within fourteen (14) days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notice of Intent to Arbitrate**

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure notify the other party within twenty-one (21) days of the receipt, or due date, of the reply at Step 2, of its desire to submit the difference or allegation to arbitration.

### **9.2 Appointment of a Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties shall have ten (10) working days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the Labour Relations Code of British Columbia.

### **9.3 Single Arbitrator Procedure**

The arbitrator may determine his/her own procedure in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

### **9.4 Decision of the Arbitrator**

The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall 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 he/she shall make every effort to do within seven (7) days of receipt of such application. This procedure shall be used for clarification purposes only and not to introduce new issues.

### **9.6 Expenses of Arbitrator**

Each party shall pay one-half (½) 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 agreement of the parties but the same must be in writing.

### **9.8 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 shall, 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 (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

### **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 shall apply:

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) as the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party;
- (c) prior to rendering a decision the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, the arbitrator's decision shall be brief and to the point;
- (d) 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;
- (e) the arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision;

- (f) all decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (g) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (h) the parties shall equally share the costs of the fees and expenses of the arbitrator;
- (i) the expedited arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

## **ARTICLE 10 - DISCIPLINE**

### **10.1 Discipline**

#### *(a) Burden of Proof*

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

#### *(b) Probationary Period*

The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

### **10.2 Notice of Dismissal or Suspension**

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

### **10.3 Right to Grieve Disciplinary Action**

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

### **10.4 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing.

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

In the event the employee wishes to dispute the performance appraisal, he/she should initiate Step 1 of the grievance procedure within five (5) days of signing in disagreement with the appraisal.

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

### **10.5 Personnel File**

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

(b) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be not later than seven (7) days after notice is given.

### **10.6 Right to Have Steward Present**

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

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

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

### **10.7 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on hours worked since the most recent date of employment with the Employer including service with the Employer prior to certification or recognition with the Union. Upon appointment to regular status, employees will be credited any seniority hours accrued as a casual employee.

Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

## 11.2 Seniority List

- (a) An employee shall receive a letter of appointment clearly stating his/her employment status and salary.
- (b) In the first week of January and July of each year, regular and casual seniority lists shall be posted. The seniority list shall contain the following information:
  - (1) employee's name;
  - (2) date of hire;
  - (3) employee's classification;
  - (4) number of hours accrued.
- (c) When two (2) or more employees have the same service seniority hours and when mutual agreement cannot be reached, then seniority shall be determined by merit except in the case of vacation scheduling when seniority shall be determined by chance.
- (d) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (e) At the time of posting, a copy of the seniority lists shall be given to the Steward and one copy to the Union Staff Representative.
- (f) New employees will be added to the list at the time they attain seniority.

## 11.3 Accrual and Loss of Seniority

### (a) *Accrual*

Seniority shall accrue on the basis of completed hours worked excluding overtime hours. When determining what hours are counted as working hours, the following shall apply:

- (1) any time off paid for by the Employer;
- (2) pregnancy, parental, and adoption leave as per Article 22;
- (3) time off as the result of any injury or illness, which is proven to be work-related, shall be counted as time worked;
- (4) time off as per Article 21 (e.g., unpaid leave, Union business) to a maximum of thirty (30) calendar days per calendar year.

### (b) *Loss*

An employee shall lose seniority on occurrence of the following:

- (1) he/she is discharged for just cause;
- (2) he/she voluntarily terminates his/her employment;
- (3) he/she is on layoff for more than twelve (12) months;
- (4) he/she abandons his/her position in accordance with Article 10.7;
- (5) he/she is on layoff and fails to report when recalled for work of an ongoing nature during the time period set out in Article 13.1(d).

**ARTICLE 12 - VACANCY POSTING****12.1 Vacancies and New Positions**

The Employer, when filling temporary or permanent vacancies, or new positions, will apply service seniority, provided however that the employee who claims the right to exercise his/her seniority possesses the necessary qualifications skills and ability to perform the job.

**12.2 Job Posting**

All permanent vacancies, temporary vacancies in excess of six (6) weeks, and new positions within the bargaining unit will be posted on the bulletin board for seven (7) calendar days; however, the Employer can advertise the vacancy or position after four (4) days. A copy of all postings will be immediately forwarded to the President of the Union or his/her designate. All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

**12.3 Form of Posting**

The posting shall contain the following information: job title, qualifications, nature of position, present hours of work, wage rate or range.

**12.4 Temporary Appointments**

The Employer may utilize casual employees to fill a permanent vacancy or new position pending completion of the posting and selection process.

**12.5 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 488 hours worked.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority.

Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

**12.6 Probationary Period**

All new, regular 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 he/she has been appointed.

**ARTICLE 13 - LAYOFF AND RECALL PROCEDURE****13.1 Layoff**

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

- (a) Employees shall be laid off in reverse order of seniority.

- (b) A laid-off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee. Bumping rights must be exercised within five (5) working days of notification of layoff by providing written notice to the Employer.
- (c) A laid off regular employee may opt to be placed on the casual seniority list in order of seniority hours, for available casual work assignments in any job classification for which he/she has the qualifications to perform. A regular employee would not lose their regular status in this event. Assignment to the casual list does not prevent recall to a regular position if it becomes available.
- (d) Employees on layoff shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.
- (e) After three (3) continuous months of employment, the Employer must provide one (1) week's notice of layoff or wages in lieu; after twelve (12) months continuous employment, two (2) weeks' notice or wages in lieu, and after three (3) years of employment, three (3) weeks' notice or wages in lieu, plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
- (f) In the event of layoff and recall pursuant to this article, consultation will occur through the Joint Labour/Management Committee established in Clause 7.5.

### **13.2 Contact Point**

An employee who has been laid off and wishes to be recalled must insure 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 know address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work for Regular Employees**

(a) *Continuous Operation*

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

(b) *Hours of Work*

The hours of work of a regular full-time employee will normally be seven and one-half (7½) hours per day, exclusive of an unpaid meal period, and an average of thirty-seven and one-half (37½) hours per week.

The hours of work of a regular part-time employee will not be less than four (4) hours per day and not more than seven and one-half (7½) hours per day exclusive of an unpaid one-half (½) hour meal break.

### **14.2 Scheduling**

- (a) A regular employee will not be required to work more than five (5) consecutive shifts without receiving a minimum of two (2) consecutive days off, unless otherwise agreed between the Employer and the employee.
- (b) The Employer will schedule the times of all on-duty and off-duty shifts, including statutory holidays, and post the schedule at least fourteen (14) calendar days in advance of the effective date.

(c) Where the Employer plans to implement a significant change in the shift schedules of regular employees which affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected and the Shop Steward of the bargaining unit, prior to the implementation of the changes.

This provision shall in no way limit the Employer's right to implement new work schedules after such discussion and explanation has taken place.

#### 14.3 Changes in Scheduling

(a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.

(b) In emergency situations which are beyond the Employer's control, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours.

(c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.

(d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise the Employer that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

(e) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.

(f) Employees may exchange shifts with the prior authorization of the Employer provided that a minimum advance notice of forty-eight (48) hours is given and the Employer shall not reasonably withhold such authorization. There shall be no increased cost to the Employer should employees exchange shifts with prior notification to the Employer and once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

#### 14.4 Meal and Rest Periods

(a) All employees working a full seven and one-half (7½) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.

(b) All employees working less than a full seven and one-half (7½) hour shift but a minimum of a four (4) hour shift, will receive one fifteen (15) minute paid rest period.

(c) All employees working a full seven and one-half (7½) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the work day.

(d) An employee is entitled to take his/her meal break away from the work station. Where this cannot be done, he/she shall be compensated for the break at the straight time rate. Such compensation will not be considered time worked for the purposes of overtime.

(e) The actual time of the meal break may be varied by mutual agreement at the local level.

#### 14.5 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clause 17.2 or 17.3, the time off granted will be seven and one-half (7½) 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 19.1, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) 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, the time off granted will be seven and one-half (7½) hours per designated paid holiday for a regular full time employee and prorated for a regular part-time employee.

## **ARTICLE 15 - EMPLOYEE TRAINING**

### **15.1 Course Leave**

When an Employer requests an employee to attend a course, the employee will be given leave with pay. When such leave is granted, the Employer shall bear the full cost of the course including tuition, entrance or registration fees, laboratory fees and course-required books or materials. If the course is held during off duty hours, the employee will be paid at straight time rates.

### **15.2 Liquor Control Legislation**

All newly hired employees who will be involved in the sale or handling of liquor and/or food, will be required to provide proof of certification in Serving It Right and/or Food Safe I and/or II. 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 non-working hours.

## **ARTICLE 16 - UNIFORMS AND CLOTHING**

### **16.1 Proper Dress**

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

### **16.2 Unconventional Mode of Dress**

Where the Employer requires an unconventional mode of dress or costume the Employer will provide it at its expense.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.1 Paid Holidays**

The following have been designated as paid holidays, and regular employees shall be entitled to a day off with pay for these holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	BC Day
Floater Holiday	

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments shall also be a paid holiday.

**17.2 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.

**17.3 Holidays Falling on a Scheduled Work Day**

Subject to Clause 17.5, a regular employee who works on any of the above noted holidays shall be compensated at one and one-half (1½) times the straight time rate, plus a day off in lieu.

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

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

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

- (a) The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off. The employee shall indicate his/her preference in writing in November of each year.
- (b) An employee working Christmas or New Year's Day shall be paid double time and one-half (2½) and a day in lieu for time worked.

**17.6 Paid Holiday Pay**

- (a) Payment for paid holidays will be made at an employee's basic pay exclusive of overtime, except if any employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days immediately preceding a paid holiday, in which case he/she shall receive the higher rate of pay.
- (b) Employees working less than full time will receive holiday pay at four point two percent (4.2%) of straight-time pay on each paycheque.

**17.7 Lieu Days**

- (a) Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.
- (b) An employee may by mutual agreement abut up to three (3) lieu days to scheduled vacation. Such request shall not be unreasonably withheld.
- (c) An employee cannot accumulate more than five (5) lieu days in any period of time.

**ARTICLE 18 - OVERTIME****18.1 Definitions**

- (a) *Overtime* - means work performed by an employee in excess or outside his/her regularly scheduled hours of work as per Article 14.1.
- (b) *Straight-Time Rate* - means the hourly rate of remuneration for employees.
- (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.
- (e) *Double Time and One-half* - means two and one-half times the straight time rate.

## 18.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to the applicable overtime rate when the overtime worked is authorized in advance by the Employer.

## 18.3 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) Time and one-half (1½x) the hourly rate of pay for the first three (3) hours worked in excess of seven and one-half (7.5) hours.
- (b) Time and one-half (1½x) the hourly rate of pay for all hours worked on a day of rest, except as agreed to pursuant to Clause 14.2(a).
- (c) Double time (2x) the hourly rate of pay for hours worked in excess of ten and one-half (10½) hours in a day.

## 18.4 Right to Refuse Overtime

All employees shall 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.

## 18.5 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular work day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.
- (b) A part-time employee working in excess of the normal hours per day of a full-time employee, or working consecutive daily shifts in excess of those worked by a full-time employee, shall be compensated at the applicable overtime rates.
- (c) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the straight-time rate for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (d) A part-time employee working in excess of (c) shall be compensated at the applicable overtime rates.

## 18.6 Call Back

Employees who are called back to work shall be paid a minimum of four (4) hours pay at the straight-time rate, or at the applicable overtime rate for all hours worked, whichever is greater.

# ARTICLE 19 - ANNUAL VACATION

## 19.1 Annual Vacation Entitlement

- (a) *Definitions*

"*Vacation Year*" - for the purpose of this Article the vacation year shall commence May 1<sup>st</sup> and end on April 30<sup>th</sup> of the following year. May 1<sup>st</sup> will be used for the purpose of calculating vacation entitlement.

*"First Vacation Year"* - the first vacation year is the calendar year in which the employee's first anniversary falls.

*"Continuous Service"* - means uninterrupted regular full-time or regular part-time employment with the Employer, subject to Clause 11.3(b).

(b) Each regular employee covered by this Agreement shall be credited for and be granted vacation earned in respect to continuous service:

1 to 4 years:	15 work days
5 years or more:	20 work days

(c) Each regular part-time employee covered by this Agreement shall be credited and be granted vacation earned and will be entitled to annual vacation with pay on a proportionate basis based on regular hours paid in the previous vacation year.

(d) During the probationary period of employment, an employee earns but cannot schedule vacation.

(e) Vacation must be taken between May 1<sup>st</sup> and April 30<sup>th</sup> of the following year and an employee may carry over up to ten (10) vacation days.

## **19.2 Vacation Earnings for Partial Year**

(a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at the time of resignation will be paid out and shall not be taken 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.

## **19.3 Vacation Scheduling**

(a) Employees shall have preference in respect to annual vacations, within their department according to service seniority with a maximum of two (2) employees in any department having the right to schedule his/her vacation at any time subject to operational requirements.

(b) Where an employee chooses to split his/her vacation, he/she shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after the first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

(c) Vacations may be scheduled in any amounts.

## **19.4 Vacation Schedules**

(a) A vacation request list will be posted between January 15<sup>th</sup> and February 15<sup>th</sup>. The Employer will advise employees of the approval or denial of the vacation request by March 5<sup>th</sup> of each year.

(b) An Employee who does not exercise his/her seniority rights during the period January 15<sup>th</sup> to February 15<sup>th</sup> shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation requests received after February 15<sup>th</sup> will be considered on a first come first served basis.

(d) On October 1<sup>st</sup> of each year, the Employer will advise employees of any unscheduled vacation, and request such vacation entitlement be scheduled.

- (e) A vacation period, once scheduled, will not be cancelled without the consent of the employee and cannot be rescheduled and/or exchanged without the consent of the Employer.

### **19.5 Vacation Pay**

- (a) Vacation pay for regular part-time employees is calculated on straight time hours paid as a percentage of the employee's gross earnings for the preceding year, or since his/her last full pay out.
- (b) Gross earnings shall mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.
- (c) Vacation pay shall be accompanied by a complete statement outlining the basis upon which the vacation pay was calculated.

### **19.6 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date. Satisfactory proof of illness or injury will be provided to the Manager, upon request.

## **ARTICLE 20 - ILLNESS AND INJURY**

### **20.1 Sick Leave Entitlement**

- (a) Regular employees who have completed the probationary period will receive sick leave credits on the basis of seven and one half (7.5) hours every one hundred and sixty-two and one-half (162.5) regular hours paid, to a maximum of one hundred and fifty (150) hours.
- (b) Sick leave with pay is only available to cover illnesses or injuries which prevent an employee from attending work. Employees who are absent because of illness and/or injury may be required by the Employer to provide proof of illness and/or disability.
- (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) Twice in each calendar year, a four (4) hour appointment bank for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided he/she has been given prior authorization by the Employer. If the total absence is longer than two (2) hours, and on the 3rd and subsequent occasions in a calendar year, the whole period of absence shall be charged against the accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- (e) During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

### **20.2 Return to Work Following Illness or Injury**

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 his/her former position within a reasonable period of time, providing he/she is fit to perform the full duties required of the position.

### **20.3 Certification of Fitness**

Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of the position.

### **20.4 Employee to Inform Employer**

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

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

Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

### **20.5 Employer Reimbursed for Sick Leave**

Employees are entitled to use their sick leave entitlement to cover absences due to illness or injury. However, with respect to any absence covered by sick leave, if the employee recovers any monies as compensation for lost wages from ICBC, WCB, a private insurer or any other source, the Employer shall be reimbursed for any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated.

### **20.6 Sick Leave Credits**

The Employer shall advise an employee, in writing, of his/her accumulated sick leave credits in the months of January and July.

## **ARTICLE 21 - SPECIAL AND OTHER LEAVE**

### **21.1 Bereavement Leave**

- (a) A regular employee will be granted up to five (5) days bereavement leave without loss of pay in the event of the death of a member of his/her immediate family. Such leave must be taken at the time of death.

In the event of the death of the regular employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the regular employee shall be entitled to three (3) days bereavement leave without loss of pay.

- (b) *Immediate Family* - shall include the regular employee's mother, father, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

- (c) In the event of the death of another relative or friend the Employer shall grant time off without pay to attend the funeral service.

- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

- (e) The Employer has the right to request evidence to substantiate the employee's request for leave pursuant to this Clause.

### **21.2 Jury and Witness Duty**

Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence with pay for a maximum of ten (10) working days per year.

### **21.3 Election Days**

Any employee eligible to vote in a Federal, Provincial or Municipal election or referendum who does not have four (4) consecutive hours free from his 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 her/him with four (4) consecutive hours during the hours in which the polls are open in which to cast her/his ballot.

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

### **21.4 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for any purpose to a maximum of twelve (12) months at any one time; such request to be in writing and approved by the Employer and approval will not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense, 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. General leave will only be granted to regular employees who have been employed for a minimum of three (3) years.

### **21.5 Court Attendance**

Employees covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal on behalf of The Wellesley, shall be paid based on straight time regularly scheduled hours at the appropriate hourly rate.

### **21.6 Special Leave**

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

- (1) marriage of the employee..... three (3) days;
- (2) birth or adoption of the employee's child..... one (1) day;
- (3) attend his/her formal hearing to become a Canadian citizen ..... one (1) day.

- (b) Two (2) 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 work day on which the situation occurs.

- (d) The Employer has the right to request evidence to substantiate the employee's request for Special Leave.

### **21.7 Family Illness**

In the case of illness of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying

his/her supervisor, to use up to a maximum of two (2) days paid leave in any one calendar year for this purpose.

## ARTICLE 22 - PREGNANCY/ADOPTION AND PARENTAL LEAVE

### 22.1 Pregnancy and Adoption Leave

- (a) Upon request the employee will be granted a leave of absence without pay for a period of not more than six (6) months. The written request shall be given to the Employer at least twenty-one (21) days before leave without pay is to commence.
- (b) An employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child.
- (c) The employee may with agreement of the employer, defer the commencement of pregnancy leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform her duties.
- (d) The employee will give the Employer written notice of at least twenty-one (21) days prior to the expected date of return to work.

### 22.2 Parental Leave

- (a) Upon request, an employee shall be granted up to twelve (12) weeks unpaid parental leave. The written request shall be given to the Employer at least twenty-one (21) days before leave is to commence.
- (b) Parental leave shall commence:
  - (1) in the case of a mother, immediately following the end of the pregnancy leave taken under Clause 22.1, unless the Employer and the employee agree otherwise;
  - (2) in the case of the "other parent" following the birth of the child and within the fifty-two (52) week period after the birth date. The "other parent" is defined as the birth father or adopting parent;
  - (3) In the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.

### 22.3 Benefits

- (a) On return from pregnancy/adoption/parental leave an employee shall be placed in his/her former position or in a position of equal rank and pay.
- (b) The Employer shall maintain coverage for medical, extended health and dental and shall pay the Employer's share of these premiums while an employee is on pregnancy/adoption/parental leave.
- (c) Notwithstanding Article Clauses 22.1 and 22.2, vacation entitlements and vacation pay shall continue to accrue while an employee is on pregnancy/adoption/parental leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 19.
- (d) During the pregnancy/adoption/parental leave an employee shall retain and accrue seniority pursuant to Clause 11.3.
- (e) Pregnancy/adoption/parental leave for employees in their initial probationary period shall be in accordance with the Employment Standards Act.

**22.4 Extension of Pregnancy Leave**

Pregnancy leave as provided in Article 22.1 may be extended up to an additional twelve (12) consecutive weeks where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

**22.5 Sick Leave Credits**

Illnesses arising related or unrelated to pregnancy during employment and prior to leave of absence are to be covered by banked sick time.

**ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY****23.1 Statutory Compliance**

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 industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

**23.2 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 shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

**23.3 Transportation of Accident Victims**

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

**23.4 Health and Safety Committee**

- (a) The Employer and the Union agree to establish a Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the Workers' Compensation Act, to be comprised of two (2) worker representatives and two (2) Employer representatives.
- (b) This Committee shall hold regular meetings, but no less than on a quarterly basis and minutes will be kept of all Committee meetings and a copy of these minutes sent to the Employer and the Union.
- (c) This Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the Workers' Compensation Act.

**23.5 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of an industrial fatality the Employer shall immediately notify the President of the Union or his/her designate.

**23.6 Right to Refuse Unsafe Conditions**

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

**23.7 Lieu Time to Attend Meetings**

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

**ARTICLE 24 - TECHNOLOGICAL CHANGE**

The procedures to be followed by the Employer and the Union concerning technological change shall be in accordance with the Labour Relations Code, Section 54.

**ARTICLE 25 - CONTRACTING OUT**

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

**ARTICLE 26 - HEALTH AND WELFARE****26.1 Medical Plan**

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

A dependent is one who is classified as such for income tax purposes. An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Plan is agreeable, and the extra premium is paid by the employee through payroll deduction.

**26.2 Benefits***(a) Extended Health Care*

Co-Insurance.....	100%
Deductible.....	Nil
Hospital.....	Semi-private
Paramedical Services.....	\$300 per year
Vision care.....	\$225 every two years
Drug Plan.....	Pay direct with 10% deductible per prescription.

*(b) Dental Care*

Deductible.....	Nil
Fee Guide.....	Current
Services and Co-Insurance.....	80% basic plan
Maximums.....	Unlimited
Crown and Bridge Procedures.....	50%

Cost of premium contributed fifty percent (50%) by Employer and fifty percent (50%) by employee. Benefits only effective after expiry of initial probationary period. Benefits under this Article are only available to regular employees who work twenty-five (25) hours or more per week.

(c) *Long Term Disability* (income replacement during a qualifying disability equal to seventy percent (70%) of basic monthly earnings to the established maximum following a one hundred twenty (120) day elimination period) will be available for eligible employees.

The employee shall pay one hundred percent (100%) of the premiums for the LTD benefits. Benefits shall be effective after completion of probationary period. Benefits under this Article are only available to regular employees who work twenty-five (25) hours or more per week.

(d) *Group Life Insurance* - \$25,000. Cost of premiums are split at fifty percent (50%) Employer and fifty percent (50%) employee paid.

### **26.3 Benefits While on Unpaid Leave**

The Employer will continue to pay its share of the applicable health and welfare premiums for a maximum of twenty (20) work shifts in any calendar year. This Article does not apply to a general leave under Clause 21.4. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums in accordance with the procedures established by the Employer.

## **ARTICLE 27 - PAYMENT OF WAGES**

### **27.1 Rates of Pay**

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The rates of pay negotiated by the parties to this Agreement are recorded in Appendix 3.

(b) Paycheques shall be issued by direct deposit to the employee's bank account. Pay advice shall be distributed to employees in sealed envelopes to ensure the details of the pay cheques are confidential.

### **27.2 Paydays**

All employees shall be paid biweekly.

### **27.3 Payment of Wages Upon Termination, Layoff or Resignation**

(a) When an employee resigns, the Employer shall pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.

(b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.

### **27.4 Substitution**

An employee who is designated by the Employer to substitute in a higher paying position and is performing the principal duties of the higher paying position shall be entitled to be paid at the rate of salary of the higher paid positions.

### **27.5 Mileage Allowance**

For occasions when an employee is authorized to use his/her own vehicle while on the Employer's business, reimbursement of thirty-eight cents (38¢) per kilometre will be provided.

**27.6 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	\$ 5.00
Lunch	\$10.00
Dinner	\$20.00

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

**ARTICLE 28 - JOB CLASSIFICATIONS AND WAGE RATES**

(a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3.

(b) When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the proposed wage rate or classification, a grievance must be filed within thirty (30) days of notification by the Employer.

**ARTICLE 29 - GENERAL CONDITIONS****29.1 Indemnity**

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

(a) exempt and save harmless employees from any liability action arising from the proper performance of his/her 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 shall be binding upon the Employer, the employee shall 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.

### **29.2 Employer Property**

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

### **29.3 Copies of Agreement**

The Union and the Employer desires every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the Agreement to the Stewards for distribution to employees on staff.

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

### **29.4 Volunteers**

It is agreed that volunteers have a role to fill in the operation of the Wellesley and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees or a reduction in hours of work of a bargaining unit employee.

### **29.5 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 shall pay for the repair or replacement costs of the items, provided such personal possessions are of a type suitable for use while on duty.

### **29.6 Lock-Up for Personal Effects**

The Employer will not enter an assigned locker without the presence of the employee and the Shop Steward. Within seven (7) 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 (7) days, if the locker has not been cleared the Employer may enter the locker in the presence of the Shop Steward or Alternate.

## **ARTICLE 30 - DURATION OF AGREEMENT**

### **30.1 Duration**

- (a) This Agreement shall be for the period from August 3, 1999 up to and including August 2, 2003.

### **30.2 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 3, 2003, but in any event, no later than midnight on August 2, 2003.
- (b) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the Property Manager for The Wellesley of Victoria.
- (c) Where no notice is given by either party prior to August 2, 2003, both parties shall be deemed to have been given notice under this Article on August 2, 2003.

**30.3 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**30.4 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of "bona fide" collective bargaining.

**30.5 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.

**30.6 Effective Date of Agreement**

The provisions of this Agreement shall come into force and effect on the date of ratification. Wages shall be retroactive to August 3 1999.

**SIGNED ON BEHALF OF THE  
BC GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

**SIGNED ON BEHALF OF THE  
WELLESLEY OF VICTORIA INC.  
per:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Barbara Arden, Director of Island Operations

\_\_\_\_\_  
Tini Dhaliwal, Bargaining Committee

\_\_\_\_\_  
Mary McDougall, Chief Executive Officer

\_\_\_\_\_  
Randy Bethel, Bargaining Committee

\_\_\_\_\_  
Rick Haere, Bargaining Committee

\_\_\_\_\_  
Randy Pearson, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**APPENDIX 1  
CASUAL EMPLOYEES**

(a) Casual employees shall be paid at eight percent (8%) in lieu of all benefits and four point two percent (4.2%) in lieu of paid holidays. A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

(b) All provisions of the collective agreement apply to Casual employees except as follows:

1.	12.6	Probationary Period
2.	13	Layoff and Recall Procedure
3.	14.2(b) and 14.2(c)	Scheduling
4.	14.3(f)	Changes in Scheduling
5.	14.5	Conversion of Hours
6.	17.5(a)	Christmas or New Year's Day Off
7.	17.4	Holiday Coinciding with a Day of Vacation
8.	17.7	Lieu Days
9.	19	Annual Vacation
10.	20.1	Sick Leave Entitlement
11.	20.5	Employer Reimbursed for Sick Leave
12.	20.6	Sick Leave Credits
13.	21.1	Bereavement Leave
14.	21.2	Jury and Witness Duty
15.	21.4	General Leave
16.	21.6	Special Leave
17.	21.7	Family Illness
18.	22.3(b) and 22.3(c)	Benefits
19.	25	Contracting Out
20.	26	Health and Welfare

**APPENDIX 2**  
**PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK**

**Casual Employee Work Assignment**

- (a) Casual work assignments will be offered in accordance with the procedures set out in this Appendix, and subject to the provisions of Articles 12 and 13.
- (b) Casual employees shall be called in to work in order of their seniority, and laid off in reverse order of seniority within their job classification. A casual employee shall be entitled to register for work in any job classification for which he/she has the qualifications to perform. Notwithstanding the foregoing, the Employer may assign the necessary on-the-job orientation for new employees without the application of the seniority provisions.
- (c) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (d) The manner in which casual employees shall be called to work shall be as follows:
- One call - eight (8) rings. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.
  - Casual employees have the right of refusal on two (2) calls during any two (2) week posted work schedule after which the Employer is not obligated to call them for the remainder of that particular two-week period.
  - Casual employees have the right of refusal on five (5) calls during any six (6) month period. On the sixth refusal, their seniority shall drop to one (1) hour.
  - If a casual employee's seniority drops to one (1) hour, three (3) times, then on the third occasion he/she will be dropped off the Casual List and be deemed to have terminated his/her employment.
  - In the event the casual employee uses a telephone answering device, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (e) The Employer will make every effort to pre-schedule casual work assignments when they become known, subject to the provisions of this collective agreement.
- (f) Casual employees registered for casual work shall notify the Employer one (1) month in advance of the dates and times which they will be available to work in the upcoming month.

The Employer shall be obliged to call a casual employee only for those days on which the employee is available.

Casual employees registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, bereavement leave, family illness, or for any other purpose, during which time Section (d) does not apply.

- (g) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the Collective Agreement.
- (h) Casual employees who report for work at the call of the Employer and whose shift is cancelled shall be paid in accordance with Clause 14.3(e).

#### **Casual Employee Probationary Period**

- (a) Casual employees shall serve a probationary period of four hundred eighty-eight (488) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) Casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to Clause 12.6 of the Collective Agreement.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period under Clause 12.6, but will be required to complete the qualifying period under Clause 2.5.

**APPENDIX 3  
WAGE RATES**

Wage rates for the following classifications will be as follows:

	<b>Aug 3/99</b>	<b>Aug 3/00</b>	<b>Aug 3/01</b>	<b>Aug 3/02</b>
Cook 1	14.73	14.98	15.18	15.40
Cook 2	12.73	12.98	13.28	13.56
Cook's Helper	10.53	10.98	11.20	11.46
Server	11.61	12.11	12.41	13.00
Front Desk	12.43	12.88	13.07	13.20
Maintenance	12.43	12.68	12.87	13.00
Housekeeper	12.02	12.25	12.45	13.00
Activities Coordinator	13.97	14.22	14.42	14.60
Custodian	12.18	12.63	12.84	13.20

1. Probationary employees shall be paid \$1.00 less per hour for the duration of the probationary period.
2. Employees with less than 1950 hours of service shall be paid \$.50 less per hour.
3. Lead Hand premium - \$.75 per hour.
4. No employee will have his or her wage rate reduced as a result of this wage schedule.

**APPENDIX 4  
BARGAINING UNIT EXCLUSIONS**

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

Executive Chef  
Director – Island Operations  
Assistant Manager  
Regional Environmental Coordinator  
Director of Marketing and Client Services  
Manager of Finance

**MEMORANDUM OF AGREEMENT #1**

Effective six calendar months following the opening of a multi-level care facility to be serviced by The Wellesley, the following terms will be implemented:

**1. Wages**

The wage schedule agreed to by the Parties will be deleted and replaced by the following wage schedule:

Cook 1	15.64
Cook 2	13.68
Cook's Helper	11.53
Server	13.02
Front Desk	13.46
Maintenance	13.26
Housekeeper	13.02
Activity Coordinator	14.85
Custodian	13.22

- (a) Probationary employees shall be paid \$1.00 less per hour for the duration of the probationary period.
- (b) Employees with less than 1950 hours of service shall be paid \$.50 less per hour.
- (c) No employee will have his or her wage rate reduced as a result of this wage schedule.
- (d) Lead Hand premium - \$.75 per hour.

**OTHER ISSUES****1. Health Benefits**

- (a) Seventy-five percent (75%) employer paid premiums for Dental and Extended Health Coverage.
- (b) Coverage to employees working twenty (20) hours/week for Extended Health and Dental.

**2. RRSP**

One percent (1%) effective August 1, 2003 for employees working twenty-five (25) hours per week or more.

**3. Vacation**

Ten (10) years or more – 25 work days.

**SIGNED ON BEHALF OF THE  
BC GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

**SIGNED ON BEHALF OF THE  
WELLESLEY OF VICTORIA INC.  
per:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Barbara Arden, Director of Island Operations

\_\_\_\_\_  
Tini Dhaliwal, Bargaining Committee

\_\_\_\_\_  
Mary McDougall, Chief Executive Officer

\_\_\_\_\_  
Randy Bethel, Bargaining Committee

\_\_\_\_\_  
Rick Haere, Bargaining Committee

\_\_\_\_\_  
Randy Pearson, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**MEMORANDUM OF AGREEMENT #2  
VOLUNTARY RECOGNITION**

In the event that a new multi-level care facility to be serviced from The Wellesley is opened, the Employer agrees as follows:

1. The Employer agrees to voluntarily recognize the BCGEU for a separate bargaining unit as the bargaining agent for the employees of the new care facility.
2. The new care facility will give first consideration to and hire Wellesley employees who apply for positions in the new facility, provided that they have the required efficiency, qualifications (including initiative), and seniority to perform the duties of the position.
3. Wellesley employees who are hired by the new care facility (the "*Facility*") shall be covered by the terms and conditions of the collective agreement applicable to the new care facility as follows:
  - (a) *Service Seniority*

For the purposes of job postings, bumping, job security, choice of vacation periods, and other non-compensation provisions, employees will retain their service seniority accrued at The Wellesley.
  - (b) *Service-based Compensation Provisions*

For the purposes of determining entitlement to service-based compensation provisions such as vacations, sick leave, wage increments, benefits, pension, and other similar provisions, employees will be considered as new employees of the Facility.
4. *Trial Period*

Within the first 488 hours of work at the Facility, if the employee from The Wellesley wishes to return to their former position at The Wellesley, or is determined by the Facility to be unsatisfactory in their new position, the employee shall return to their former position at their former wage rate, seniority, and benefit entitlements. any other employee at The Wellesley who is affected shall also be returned to their former position or shall be laid off in accordance with the collective agreement.
5. The Memorandum of Agreement shall operate for the term of the collective agreement and will be void after August 2, 2003.

**SIGNED ON BEHALF OF THE  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

**SIGNED ON BEHALF OF THE  
WELLESLEY OF VICTORIA INC.  
per:**

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George Heyman, President

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Randy Pearson, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.