

COLLECTIVE AGREEMENT

between the

**LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY
(RAINBOW LODGE)**

and the

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

Effective from January 1, 2000 to September 1, 2003

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DEFINITIONS

For the purpose of this Agreement:

1. "*Arbitration board*" means a single arbitrator or a board of three (3) persons.
2. "*Assembly point*" means the location where an employee is scheduled to report to work.
3. "*Bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 6, 1999.
4. "*Basic pay*" means the rate of pay negotiated by the parties to this Agreement for each classification.
5. "*BCGEU*" means the B.C. Government and Service Employees' Union.
6. "*LLSCHS*" means Langley Lions Senior Citizens Housing Society, the Employer.
7. "*Child*" means a person under the age of majority, for the purposes of Articles 15.01(a)(8) and 15.03, and shall be deemed to include a ward of the superintendent of child welfare, or a child of a spouse.
8. "*Employer*" means the Langley Lions Senior Citizens Housing Society.
9. "*Continuous employment*" or "*continuous service*" means uninterrupted employment with the Employer subject to the provisions of Clause 9.02.
10. "*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 days that the employee is on leave of absence.
11. "*Days*" means calendar days unless specified otherwise.
12. "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
13. "*Double time*" means twice the straight time rate.
14. "*Double time and one-half*" means two and one-half times the straight time rate.
15. "*Emergency nature*" means fire, flood, loss of heat, danger to health, life or property.
16. "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular full-time employee*" - means an employee employed for work which is of a continuous full-time nature.
 - (b) "*Regular part-time employee*" - means an employee employed for work which is of a continuous part-time nature or on a continuous call-in basis.
 - (c) "*Short-term employee*" - means an employee hired to cover emergencies, to cover absences of regular full-time and regular part-time employees, or an employee hired for an assignment to last a specified period of time not to extend past three (3) months from the date of

hire unless approval is given by the parties.

"Employee" does not include incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement, or by the Labour Code of British Columbia.

17. "Field" means all places of work other than the work centre.
18. "Geographic region" is defined as Langley City.
19. "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
20. "Hours of operation" are the hours established by the Employer to carry out its functions.
21. "Layoff" is a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer. Employees will be recalled in accordance with Article 18.
22. "Leave of absence with pay" means to be absent from duty with permission and with pay.
23. "Leave of absence without pay" means to be absent from duty with permission but without pay.
24. "Lieu day" means a day in place of another day with the same number of regular time hours.
25. "Local" means the bargaining unit.
26. "Overtime" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
27. "Probation" means that period of time to determine an employee's suitability to the job, as specified in Article 7.07.
28. "Promotion" means a change from an employee's position to one with a higher maximum salary level.
29. "Red-circling" means the freezing of an employee's salary (no reduction or increase).
30. "Relocation" means the movement of an employee's residence as necessitated by a transfer or a promotion.
31. "Resignation" means a voluntary notice by the employee that he/she is terminating his/her service on a specified date.
32. "Rest period" is 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.
33. "Seniority" means the length of continuous service as a regular employee of the Employer.
34. "Shift" means the period of scheduled straight time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period.
35. "Straight time rate" means the hourly rate of remuneration.
36. "Technological change" means the introduction of equipment of a different nature and kind than

that which was previously used by the Employer in its work or business, which necessitates a change in the employment status of one or more employees.

37. "*Termination*" is the separation of an employee from the Employer for cause.

38. "*Transfer*" refers to the movement of an employee from one position to another, which does not constitute a demotion or promotion.

39. "*Travel status*" with respect to an employee, means travel outside a circle with a radius of sixty-four (64) kilometers from his/her normal assembly point on Employer business with the Employer's approval. Travel status does not apply to employees temporarily assigned to a position outside the sixty-four (64) kilometer range.

40. "*Union*" means the B.C. Government and Service Employees' Union.

41. "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

1.02 Application of This Agreement

This Agreement applies to the employees in the bargaining unit as defined in the certification issued by the Labour Relations Board, dated October 6, 1999.

1.03 No Other Agreement

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

1.04 Effective Date of Agreement

The provisions of this Collective Agreement, except where otherwise stated, shall come into full force and effect upon signing of this Agreement.

1.05 Duration of Agreement

This Agreement shall be binding and remain in effect to midnight, September 1, 2003.

1.06 Copies of Agreement

The Union and Employer want employees in the bargaining unit to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement for distribution to employees.

1.07 Terms Used in Agreement

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

1.08 Future Legislation Affecting Agreement

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.

1.09 No Interruption of Work During Agreement

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee during the period of this Collective Agreement. The Employer also agrees that there shall be no lockout during the period of this Collective Agreement.

ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS

2.01 General Provisions

Subject to the provisions of this Agreement, all rights, powers and authority are retained solely and exclusively by the Employer, and remain without limitation within the rights of Management.

2.02 Specific Provisions

Subject to the provisions of this Agreement, for greater certainty, but without limiting the generality of the foregoing, the Employer reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire employees from any source; to direct and schedule its work force; to retire employees at age sixty-five (65) except as set out in Letter of Understanding # 1; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just cause; determine job content and conduct performance evaluations; assign work; determine qualifications, ability and merit of employees; establish methods, process and means of performing work; to require employees to work overtime; make, establish, publish and enforce reasonable rules and regulations governing the conduct of employees, for the promotion of safety, efficiency and discipline and for the protection of the employees and the Employer's facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; to establish, expand, reduce, alter, consolidate or abolish any position, job classification or department; to create new management and confidential capacity positions which shall be excluded from the bargaining unit; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the work force (except as set out in LOU # 1).

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.01 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit as described in Article 1.02 of this Agreement.

3.02 Bargaining Unit Composition

In the event the Employer establishes a new position covered by this collective agreement, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within twenty-one (21) days of notification.

3.03 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select two stewards and an alternate.
- (b) The Union agrees to provide the Employer with the name of the stewards.
- (c) The steward shall obtain the permission of her immediate Supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of regular straight time pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her Supervisor.
- (d) The duties of stewards shall be defined as:
 - (1) Investigation of complaints by employees of an urgent nature.

(2) Supervision of ballots boxes during ratification votes covering this agreement where the ratification vote is held on the Employer's premises.

3.04 Time Off for Union Business

(a) *Without pay* - leave of absence without pay and without loss of seniority will be granted:

(1) for an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) to employees called by the Union to appear as witnesses before an arbitration board or the body designated by the relevant labour legislation;

(b) *Without pay* - Unpaid leave of absence without loss of seniority will be granted to for up to three (3) employees who are representatives of the Union to carry on negotiations with the Employer.

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

3.05 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined by the Labour Code of British Columbia. Any employee failing to report for duty, as a result of such refusal shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

3.06 Union Insignia

(a) A Union member shall have the right to wear or display on his/her person the recognized insignia of the Union.

(b) The Union agrees to furnish the Employer with one Union shop card for the Administration Office. This card will be displayed prominently on the premises and will remain the property of the Union to be surrendered upon demand.

(c) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

3.07 Right to Have Steward Present

(a) An employee shall have the right to have his/her steward present at any meeting with supervisory personnel, which is the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. Management has the right to have a board member present.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any meeting with supervisory personnel which is the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

3.08 No Discrimination for Union Activity

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

ARTICLE 4 - UNION SECURITY

4.01 Union Membership

- (a) All employees in the bargaining unit who on October 6, 1999 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All new employees shall make application to join the Union within the first fifteen (15) days of employment, and shall retain their membership in the Union as a condition of employment.

4.02 Check-off of Union Dues and Assessments

- (a) The Employer shall, upon written authorization, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall, upon written authorization, 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 biweekly 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 salaries such deductions have been made together with the amount deducted from each employee. The Employer shall make available to the Union with each dues remittance the following information: Social Insurance Number, surname, first name, address, birth date, gross pay and month-to-date dues.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the Parties to this Agreement.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions 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-UNION RELATIONS

5.01 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 article the Union shall supply the Employer with the names of employees who are authorized to represent the Union as officers. 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.

5.02 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a Union Staff Representative when meeting with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance, provided such visits are approved twenty-four (24) hours in advance by the Employer.
- (b) The Union staff representative shall notify Management in advance of his/her intention and purpose for entering and shall not interfere with the operation of the branch, department or section concerned.
- (c) In order to facilitate the orderly and confidential investigation of grievances, the Employer will provide to Union representatives or stewards temporary use of an office or similar facility, where available.

5.03 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union, or his/her designate.

5.04 Bulletin Boards

The Employer shall provide a bulletin board for the posting of Union business.

5.05 Emergency Services

The parties recognize that in the event of a strike or lockout, as defined in the Labour Code of British Columbia, situations may arise of an emergency nature. To this end, the Employer and the Union agree to provide services of an emergency nature.

ARTICLE 6 - EMPLOYMENT POLICY

6.01 Vacancy Postings

Where the Employer decides to fill a bargaining unit vacancy, it will be posted in accordance with this article unless otherwise specifically agreed to by the Union:

- (a) Vacancies for regular full-time or regular part-time positions within the bargaining unit shall be posted for five (5) calendar days prior to the closing date. Such postings shall be placed on the Union bulletin board, and a copy sent to the Union.
- (b) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate.
- (c) The Employer shall fill posted regular positions within sixty (60) days following the selection of a candidate.

(d) For Resident Caretaker vacancies, the actual location shall be specified. The successful applicant for the job posting shall not be eligible to apply for another job posting for a period of six (6) months from the date of acceptance. Applications received from seniority rated applicants for jobs posted shall have preference over other applicants, providing competency and qualifications are reasonably equal.

6.02 Appointments

The successful applicant will be determined on qualifications, knowledge, education, skills, experience, personal suitability and seniority. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

6.03 Job Selection Disputes

- (a) An unsuccessful employee applicant may request an explanation from the Manager by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation.
- (b) If a candidate wishes the reasons in writing, he/she must request them in writing within five (5) working days of the date he/she received notification of the decision.
- (c) The Manager will reply to the employee within five (5) working days from receipt of the request.
- (d) Where an employee feels he/she has been aggrieved by the job selection decision of the Employer, the employee may file a grievance in accordance with the grievance procedure as set out in Article 20 of this Agreement; such a grievance shall be initiated in writing at the third step of the grievance procedure within seven (7) working days after the date of mailing of the Manager's reply.

6.04 The Employer and Union to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer agrees to supply a copy of the Collective Agreement to the new employee during the sign on process, and a new employee shall be advised of the name and location of his/her steward. Whenever a steward is employed in the same work centre as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. When operational requirements permit, 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.

6.05 Probationary Period

- (a) It is understood that all new employees will be subject to a probationary period of up to six (6) months 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 she has been appointed.
- (b) When a vacancy is filled by an existing regular employee, the employee will be subject to a trial period of up to three (3) months 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 her former position, she shall be returned to her former position and wage /salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of position shall be returned to her former position and wage or salary rate, without loss of seniority.
- (c) The parties may by mutual agreement extend an employee's probationary period or trial period.

6.06 Performance Evaluation

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an employee to sign. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation form. An evaluation form shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.

6.07 Upgrading Qualifications

(a) The Employer may require an employee to upgrade his/her skills or qualifications. In such a situation the cost of training and normal living and travel expenses, as laid down in this Agreement, will be borne by the Employer.

(b) In order to encourage job-related self-improvement, the Employer may contribute to the cost of educational or training courses at recognized institutions. The degree of financial participation will depend on the value or appropriateness of the proposed course to the employee's present job or to his/her future growth. In cases where the proposed course is related to his/her ability to perform his/her present job, the Employer may subsidize up to one hundred (100) percent of the costs. If the course relates to the employee's future growth and/or promotional prospects within the Employer, up to fifty percent (50%) of the costs may be subsidized to a maximum of one hundred (100) dollars per employee per fiscal year.

Any regular employee, who has completed his/her probationary period, may apply in writing for educational assistance covering enrollment, tuition, examination fees and books, plus travel and living costs where appropriate. Applications for assistance should be submitted before registering for the course. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Employer may consider earlier reimbursement.

If an employee voluntarily terminates employment within eighteen (18) months of receiving educational assistance, he/she will be required to repay the amount of the assistance.

6.08 Employee Parking

During the time of this Agreement, the Employer will provide parking within a reasonable distance of their work centre for employees required to use a vehicle as a condition of employment.

6.09 Employment Related Legal Action

(a) In the case of civil action, the Employer will support an employee where there has not been flagrant or wilful negligence and pay for any judgement against an employee arising out of the performance of his/her duties. Further, the Employer agrees to pay the legal costs incurred in the proceedings including those of the employee. Where there has been flagrant or wilful negligence on the part of the employee, the Employer may seek indemnity against the employee.

(b) *Criminal Actions* - Where an employee is charged with an offence occurring during the performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) The Employer will provide legal services in the defence of any legal proceedings involving the employee so long as no conflict of interest arises between the Employer and the employee.

(d) 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 him.

6.10 Special Employment

The Employer upon written application shall endeavour to provide special employment to employees who, through advancing years, temporary disablement, industrial injury or illness, become unable to perform their regular duties. The employment will take into consideration operational requirements, employee skill levels and health. Such employment will be established only if there is an operational need within the Employer.

Any issues arising from the application of this article may be discussed by the parties at the Labour Management Committee.

Employees may not subcontract his/her duties to others without the prior approval of Management.

6.11 Uniforms or Special Clothing

Rainwear shall be made available to Groundskeepers, Maintenance Workers and Caretakers.

It is the responsibility of employees to care for the rainwear and such rainwear will be replaced when worn out.

The employee will be charged the cost of misplaced or lost rainwear on a pro rata basis.

6.12 Non-related Duties

Employees shall not be required by the Employer to perform duties, which are not job related to the Employer's business.

No employee shall perform work requested by a tenant that is not job related to the Employer's business without prior approval of the Employer.

ARTICLE 7 - CLASSIFICATIONS

7.01 Resident Caretaker

Under the direction of the immediate Supervisor, the Resident Caretaker shall be responsible for maintaining order and appearance of the "*common*" and "*public*" areas, including vacant dwellings by washing, sweeping, watering of external grounds and common areas, mopping, vacuuming, polishing and general cleaning, minor grounds upkeep including outside litter pick up and sweeping, answering and determining emergency calls and notifying proper authorities, responding to and processing resident enquiries and complaints and taking appropriate action; and other related duties as directed.

The Resident Caretaker shall at times during their workweek respond to resident enquires and emergencies and take appropriate action. The Resident Caretaker shall also conduct one evening security inspection during which all appropriate lock ups will be performed, such inspection to be completed prior to 9:15 p.m.

As compensation for living on the job and responding to situations that arise after the Resident Caretaker's normal work period, the Resident Caretaker shall receive a reduced rent as provided in Appendix A —Wages.

During "on call" hours, Caretakers shall be permitted to leave their development for periods of less than two (2) hours, provided they maintain full pager coverage. Periods greater than two (2) hours shall be by agreement of their immediate Supervisor, such agreement shall not be unreasonably withheld. For approved educational leave Resident Caretakers may also be granted time away from their development to attend classes.

It may be necessary for Resident Caretakers to interrupt for an extended period their normal sleeping hours in order to attend to tenant or building situations. In those cases the Resident Caretaker may delay his normal starting time of work. The Manager shall be advised at the earliest opportunity of the delay in starting work.

The Employer may have preference for a "married couple" as Caretaker due to the type of accommodation available, however, Resident Caretakers shall not use their spouse to assist in the work load, nor shall the Resident Caretakers be asked by their spouse. This does not prevent the spouse from being hired in some other capacity other than Resident Caretaker by the Employer under the terms of this Agreement unless The Society's policy dictates otherwise. However, if the spouse is employed with the Employer, both employees shall be treated as separate employees in all matters.

The Resident Caretaker shall not be required nor expected to enter any areas that are considered as tenant's property unless written permission is given, or an emergency situation exists. The said Caretaker shall not be required nor expected to render assistance to any tenant in a suite or any other area, that could result in future claims from said tenant, or representatives of said tenant. Where such assistance may be required or appear to be required, the Caretaker shall have the authority to call the police or related public service.

The Resident Caretaker shall not, nor shall be obligated to use the pass key to allow entry to any person to a dwelling except the adult tenant, or in the case where a tenant has been duly, notified as per the Residential Tenancy Act regarding maintenance or Society improvements.

Further duties of the Caretaker shall include the authorized removal of abandoned personal effects from the tenant's premises providing inventory is taken. Then the effects can be removed and secured.

In the event a Resident Caretaker is terminated because of retirement, the Employer shall assist in obtaining accommodation within the jurisdiction of the Employer. Accommodation shall be guaranteed to resident Caretakers who were tenants at the time of employment.

The Employer shall pay the heating costs of the Resident Caretakers suites. The telephone line and pager.

The Resident Caretaker will be responsible for completing all paperwork such as work orders, in/out suite inspections, charge backs, logs and inventory control. Shall liaison with contractors to coordinate unit entry and oversee work performed by said contractor.

Shall perform unit inspections and arrange appropriate actions to address items that require repairs/maintenance or replacement.

7.02 Resident Caretaker II

Resident Caretaker II will perform the duties as set out for the position of Resident Caretaker I as well as minor maintenance as listed below:

- (a) Electrical / General
 - (1) Change elements (stoves/furnaces)

- (2) Change fuses
 - (3) Change switchcovers/switchplates
 - (4) Change light bulbs and tubes
 - (5) Check breakers
 - (6) Test emergency lighting
 - (7) Change smoke alarms.
- (b) Suite
- (1) Check thermostats and zone valves for operation
 - (2) Change, clean and test smoke alarms.
- (c) Mechanical Room
- (1) Visual inspection of mechanical equipment
 - (2) Reset pumps/boilers
 - (3) Relight pilots
 - (4) Check/reset time clocks
- (d) Plumbing
- (1) Change washers/stems
 - (2) Change spouts/aerators
 - (3) Change showerheads
 - (4) Clean sink traps
 - (5) Snake drains, toilet auger to be used, if required
 - (6) Change/repair flappers, flush handles, toilet seats
 - (7) Bleed air from heating systems
 - (8) Drain hot water tanks for sediments
 - (9) Check shutoffs
 - (10) Caulk bathtubs
 - (11) Fix mechanical stops in tubs/sinks
 - (12) Change P traps/J bends
 - (13) Winterize plumbing systems
- (e) Carpentry
- (1) Hardware replacement (locks, stops, strikers, handlers, hinges, back seats)
 - (2) Adjust weather stripping
 - (3) Repair/replace bathroom hardware and accessories
 - (4) Repair drapery tracks and fittings
 - (5) Secure broken windows and doors
 - (6) Touch-up painting and staining
 - (7) Adjust handrails
 - (8) Caulking
 - (9) Adjust door closers
 - (10) Painting of units in own building on turn over, not to exceed two (2) per month.
- (f) Mechanical
- (1) Change filters
 - (2) Emergency generator start-up
- (g) Appliances
- (1) Change butter doors, freezer doors, crisper trays, glass trays, bottle bars
 - (2) Moving and levelling of appliances

- (3) Duct work repairs for dryers
- (4) Replace supply hose for washers
- (h) Exterior
 - (1) Assist with excessive snow and leaf removal
 - (2) Fencing (re-nail boards and repair hardware)
 - (3) Repair/replace signage and numbers
 - (4) Inspect gutters and remove minor debris.

In the absence of the groundskeeper will assume the following duties:

- (1) Remove/replant damaged shrubs and flowers
- (2) Water flower and shrub bed, which will deteriorate through lack of water
- (3) Cutting of grass and trimming of shrubs as required by the Employer.

Resident Caretaker II will supply their own hand tools and a tool allowance of fifty dollars (\$50.00) will be provided to cover tools worn and damaged due to normal wear and tear while in the performance of making minor repairs for the Employer.

The tool allowance will be provided January 1st of each year and pro-rated should the employee leave the employment of the Employer during the year.

7.03 Residential Maintenance Person

In certain Employer pre-approved situations, an individual may, under this classification, perform the Resident Caretaker II maintenance functions in a building where a Resident Caretaker I person exists.

Resident Maintenance Persons will supply their own hand tools and a tool allowance of fifty dollars (\$50.00) will be provided to cover tools worn and damaged due to normal wear and tear while in performance of making minor repairs for the Employer.

The tool allowance will be provided January 1st of each year and pro-rated should the employee leave the employment of the Employer during the year.

7.04 Maintenance Worker

Under the direction of the immediate Supervisor, the Maintenance Worker shall perform general and emergency maintenance and repair of LLSCHS properties, shall be required to assist in the inventory, to load and unload vehicles with tools, materials and/or equipment; and other related duties as requested.

Maintenance Worker duties shall include:

- (a) Electrical
 - (1) Replace/repair receptacles, ballasts, switches, fans, electrical fixtures
 - (2) Replace baseboard heaters/thermostats
 - (3) Replace zone valves
- (b) Plumbing
 - (1) Repair/replace all plumbing fixtures and hardware
 - (2) Replace toilets, sinks, and basins
 - (3) Repair/replace water line, under two inches in diameter
 - (4) Repair/replace all sanitary and storm piping
 - (5) Caulking

- (c) Carpentry
 - (1) Gyproc repairs
 - (2) Rollers on sliding doors and windows
 - (3) Repair/replace weather stripping
 - (4) Installing of counter tops
 - (5) Repair/replace trim
 - (6) Repair and adjust door closers
 - (7) Replace locks on doors and windows
 - (8) Repair hand and balcony rails

- (d) Exterior
 - (1) Building and repairing fences
 - (2) Caulking
 - (3) Building of decks
 - (4) Hall set up
 - (5) Replacing decks
 - (6) Removing and replacing electrical motors,
 - (7) Lights on roofs
 - (8) Major repairs required for grounds maintenance

Employees in this classification will supply their own hand tools and a tool allowance of one hundred dollars (\$100.00) will be provided to cover tools worn and damaged due to normal wear and tear while in the performance of making minor repairs for the Employer.

The tool allowance will be provided January 1st of each year and pro-rated should the employee leave the employment of the Employer during the year.

In those cases where the Maintenance Worker works after midnight, the Employer may delay his regular scheduled start time. Time not worked during the regularly scheduled shifts shall be without pay. Employees who choose this option shall inform their Supervisor prior to the start of the next shift.

The employee shall be required to complete all paperwork, stock control and meet deadlines.

The employee shall be required to maintain records related to work orders, charge backs, preventative maintenance programs and inventory and assist in the estimating and ordering of materials.

7.05 Grounds Keeper

Under the direction of the immediate Supervisor, the Grounds Keeper shall perform a variety of tasks encompassing most elements of landscape maintenance, groundskeeping and gardening such as planting, cultivation, spring and fall clean-up, mowing edging, weeding, application of lime; also pruning shrubs; trees and ground covers, as well as keeping walks, driveways and entrances clean. Must be able to operate and do minor maintenance on power equipment such as mowers, edgers, trimmers and sweepers; and other related duties as directed. Among other duties shall be required to:

- (a) Have a Pesticide Certificate and shall perform spraying and fertilizing duties as requested.
- (b) Complete all paperwork as required related to landscape plans, inventory work orders and charge backs, ensuring deadlines and standards are met, assisting in the estimating and ordering of plants and materials required for grounds work and stock control.
- (c) To load vehicles with grass cuttings, shrub trimmings and tree cuttings and to dispose at dump.

- (d) Be responsible for the planning, organizing and supervision of programs related to Fall/Winter pruning, turf management, seasonal pesticide application and fertilization.

7.06 Office Support

Under the direction of the immediate Supervisor, the employee(s) provides typing and clerical support services to a group of individuals where the emphasis is on timely and accurate production. Functions include reception, preparing bank deposits, rent collecting, maintaining tenant charge backs, preparing work orders, completion of all paperwork involved in suite rentals, the showing of units to prospective tenants, processing of receipts, data input, reconciling accounts and statements with follow-up on discrepancies, answering inquiries requiring a background knowledge of the Policies and Procedures of the Society as well as the Residential Tenancy Act.

Major duties and responsibilities include the following:

- (a) Perform switchboard and reception duties:
 - (1) Take and relay messages
 - (2) Respond to enquiries and problems in a pleasant manner
 - (3) Make the appropriate referrals for unusual, difficult enquiries
 - (4) Book appointments for staff, hall functions, and activities.
- (b) Perform a variety of clerical function
 - (1) Collect, balance and deposit rents
 - (2) Collect, open, date stamp, sort and deliver incoming and outgoing mail
 - (3) Pull and attach appropriate files to incoming mail
 - (4) Complete maintenance work order forms
 - (5) Place orders with service contractors and maintain records files and photo copies
 - (6) Update records manually using data entry programs as required
 - (7) Print receipts on a monthly basis
 - (8) Handle suite rentals, maintaining application files, completion of all pertinent paperwork pertaining to the rentals including subsidy applications.
- (c) Perform typing and work processing functions
 - (1) Type a variety of general correspondence and forms in a timely and accurate manner, including minutes, news letter, monthly calendar, tickets and posters
 - (2) Refer unusual problems to supervisor.
- (d) Operate Computerized Accounting Systems
 - (1) Post input into computer system according to times table and due dates
 - (2) Check date entries and reconcile information.

Perform other related duties, which do not affect the nature and scope of the job.

7.07 Activities/Wellness Coordinator

Under the direction of the immediate Supervisor, the employee(s) shall be responsible for planning, guiding and instructing programs of social, recreation and leisure time activities, designed to foster the personal satisfaction, a sense of accomplishment and the self activation of those who participate.

Specific duties and responsibilities include:

- (a) Plan, organize and operate activities, outings, parties, exercises, crafts, entertainment, educational opportunities, group nutritional experiences etc.

- (b) Participates in planned programs in designed activity areas ensuring that materials, instruction and guidance are available to all those who participate
- (c) Maintains the activity areas and equipment in clean and safe condition. Checks activity supplies and advises the Administrator when new supplies are necessary
- (d) Planning and promotion of activities in the form of posters, flyers, calendars and schedules to advise participants of current and upcoming events
- (e) Assists in the organization and participates in the operation of any fund raising events
- (f) Encourages and assists volunteers, groups and agencies from the community in the activities that have been planned. Directing volunteers in the specific duties on an ongoing basis. Evaluation of said volunteers throughout the year
- (g) Hands-on set up of all functions, decorations, equipment and clean-up
- (h) Make every effort to meet all new residents and inform them of all programs offered by The Society
- (i) Home and Hospital visits to resident when ill or in need of support
- (j) Routine building visits promoting Society events
- (k) Provide monthly reports to Administrator evaluating programs and events while forecasting future events.
- (l) Responsible for completing all paperwork. Submission of petty cash and mileage reimbursements with necessary receipts attached monthly. Inventory control.
- (m) Assists the office staff with office support when required
- (n) Shall upgrade education as necessary to better assist the resident of The Society
- (o) Perform other related duties as assigned.
- (p) When performing duties the individual will ensure that activities comply with all relevant legislation including safety and health regulation

7.08 Classification and Salary Determination

When a new or substantially altered classification covered by this Agreement is introduced the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed by the parties, the Employer may implement the classification and attach a salary. The matter may then be referred to a Board of Arbitration pursuant to Article 21 of this Agreement. The new rate of pay shall become effective on a date agreed upon by the parties or as determined through the arbitration procedure.

When a new classification is to be covered by this Agreement, the Employer will give written notice to the Union thirty (30) days prior to the time the classification is to be established. Negotiations shall commence fourteen (14) days after written notice is received to deal with the rate of pay for the classification.

ARTICLE 8 - SENIORITY

Upon completion of the probationary period an employee shall have the following seniority:

Full-time employees shall have seniority by date of his/her hire.

Part-time employees shall have seniority by date of his/her hire.

Should a part-time employee be appointed to a full-time position and upon successful completion of the probationary period, then hours shall be converted into days and then start date shall be backdated from the full-time date of hire.

8.01 Seniority List

An up-to-date seniority list shall be posted on June 1st of each year. A copy of the list will be sent to the Union.

EMPLOYEE	POSITION	SENIORITY DATE
Maureen Smith	Activities Coordinator	July 31, 1992
Milford Heimbecker	Resident Caretaker II at Elm	April 24, 1993
Bob Abbott	Maintenance	October, 1993
Linda Bryan	Resident Caretaker I at Fir	August 25, 1994
Gary Bryan	Groundskeeper	August 25, 1994
Doreen Curran	Resident Caretaker I at Cedar	April 1, 1996
Jim Curran	Resident Maintenance Person Cedar and ½ Fir	April 1, 1996
Carolyn Samalack	Office Staff	May 21, 1996
Bev Tait	Office Staff	April 1, 1997
Gary Danroth	Resident Caretaker II at Alder	July 1, 1998
Linda Kulchiski	Resident Caretaker I at Dogwood	April 19, 1999
Jerry Kulchiski	Resident Maintenance Person Dogwood and ½ Fir	April 19, 1999
Mel Robinson	Resident Caretaker II at Birch	August 14, 2000

8.02 Loss of Seniority

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

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her employment
- (c) she is on lay-off for more than six (6) months;

- (d) she abandons her position
- (e) she is on lay-off and fails to report for work within three (3) calendar days after being notified of recall by registered mail or courier from the Employer.
- (f) she has been absent from work due to sickness, illness or WCB claim for a period of more than eighteen (18) months;
- (g) she has reached the retirement age of sixty-five (65), except as set out in LOU #5.

ARTICLE 9 - HOURS OF WORK AND WORK SCHEDULES

9.01 Annual Hours of Work

(a) *Office*

The hours of work will normally not exceed thirty-five (35) hours per week and seven (7) hours per day exclusive of an unpaid lunch break.

Employees may be scheduled to work between 7:00 a.m. and 5:00 p.m. on a daily basis.

(b) *Residential Maintenance Person*

Residential maintenance workers shall be available for minor maintenance work as outlined under Article 8.02 from 08:30 to 16:30 five days per week and have two (2) consecutive days off in the workweek. Start and stop times may be varied by mutual agreement of the parties.

(c) For Resident Caretakers the standard workweek shall consist of five (5) shifts of eight (8) hours during the normal workday and are deemed on call at times other than the normal workday. The resident caretaker shall have two (2) consecutive days off in the workweek. The two (2) consecutive days off shall commence at 5:00 P.M. on the 5th day of work and shall be free from obligation and/or duties until forty-eight (48) hours from the commencement of the leave. This time frame may be extended to fifty-six (56) hours except in the case where the schedule for the designated relief caretaker is not available to allow for this extended time period to occur. The employees and the Employer may by mutual agreement implement an alternate schedule for Resident Caretakers.

(d) *Groundskeepers/Maintenance*

For groundskeepers, the standard workweek shall consist of up to five (5) shifts of eight (8) hours during the normal workday. The groundskeeper shall have two (2) consecutive days off in the workweek.

(1) The day following the change to daylight saving time in the spring, the groundskeeper shall change their working hours to 7:30 A.M. to 3:30 P.M.

(2) The day following the daylight saving time change in the fall, groundskeepers shall revert back to the standard working shift of 8:00 a.m. to 4:00 p.m.

(e) *Events Co-ordinator*

The Events Coordinator shall work an average of thirty-five (35) hours per week. Due to the nature and scope of the position, the daily hours may vary beyond seven (7) hours per day.

(f) The Employer will ensure married couples have the same scheduled days off.

9.02 Work Schedules

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

9.03 Rest Periods

All employees shall have two fifteen (15) minute rest periods in each work period in excess of six (6) hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half (3½) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

9.04 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift.
- (b) Employees who are required to eat their meals at their place of work, and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

9.05 Notice of Shift Schedules

The employer shall post on the employer's premises, at each location, a schedule stating each employee's name, starting and quitting times, work days and days off. This schedule shall not be changed by the employer without two (2) working days previous notice being given to the employee affected.

9.06 Time Sheet Records

All employees may be required to submit a signed time sheet for time worked and premiums claimed. Employees who, by permission of the Employer, are permitted to "trade" working days shall record and claim the actual days worked and not the days scheduled for work.

9.07 Changes to Shift Pattern

Where the employer desires to change any present shift pattern, or enlarge the workday by utilizing shifts, the parties shall discuss the merits and implementation procedures prior to the proposed effective date of such change.

9.08 No Guarantee of Number of Hours Worked

The foregoing provisions of this article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except an employee who reports to work as scheduled and/or instructed, shall be paid four (4) hours wages at his regular hourly rate, if there is no work available.

ARTICLE 10 - SALARIES AND ALLOWANCES

10.01 Salary Rates

Salary rates are applicable as per Appendix A - Wages.

10.02 Wage Payment

- (a) The wages of all employees shall be paid every other Friday. A detailed statement showing the hours worked, the rate of pay, and an itemized list of deductions shall be given each employee at least

every other pay-day. When the regular payday falls on a general or proclaimed holiday, the employee shall be paid wages up to and including the previous Saturday on the day immediately preceding such general or proclaimed holiday.

(b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

10.03 Wage Payment on Termination

(a) Any employee who terminates his/her own employment shall receive all wages, vacation pay and all monies due from the Employer in full and be given a record of employment within six (6) calendar days.

(b) In the event of the Employer terminating an employee's employment, such employee shall receive wages, vacation pay and all monies due from the employer and record of employment upon termination.

10.04 Vehicle Allowance

Employees required to use their private vehicles on Employer business shall be paid forty (40) cents per kilometre. Payment of vehicle allowance will be on or around the 15th of the month following the occurrence.

10.05 Work at a Higher Wage Rate

An employee who performs work that calls for a higher wage rate, and performs such work for four (4) hours or more in any one (1) day shall be paid the higher rate for all hours worked that day.

10.06 Meal and Transportation Allowances

(a) Employees on travel status away from their geographic work centre shall be entitled to a meal allowance as follows:

Breakfast	\$8.00
Lunch	\$9.75
Dinner	\$18.25

Meal claims and transportation expenses shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the Employer.

(b) Meal and transportation allowance increases negotiated between the BCGEU (Master) and the Province of B.C. will be applied to this article.

"*Travel Status*" means travel outside a circle with a radius of sixty-four (64) kilometers from his/her normal assembly point on Employer business with the Employer's approval.

10.07 Telephone and Pager Allowance

(a) Telephone and pager basic service shall be reimbursed monthly to caretakers.

(b) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five (5) minute telephone call home, to or within British Columbia for each night away.

10.08 Private Vehicle Damage

Where an employee's vehicle is maliciously damaged as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to one hundred (\$100) dollars, provided the employee can provide the employer with copies of a valid Police Report, and an ICBC Claim Statement.

10.09 Maternity Leave Allowance

Maternity leave will be in keeping with the Employment Standards Act of B.C.

10.10 Parental Leave Allowance

Parental leave will be in keeping with the Employment Standards Act of B.C.

10.11 First Aid

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Level 1 Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

ARTICLE 11 - OVERTIME**11.01 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when overtime worked is authorized in advance by the Manager.

11.02 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) The scheduled daily hours; or
 - (2) The agreed averaging period.
- (b) For the purpose of calculating the hourly rate for overtime, an employee's bi-weekly rate shall be divided by his/her normal scheduled hours of work during that same period of time.
- (c) Overtime shall be compensated in thirty (30) minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

11.03 Overtime Compensation

Except for Resident Caretakers, overtime worked shall be compensated at the following rates:

- (a) Employees working more than eight (8) hours in a day will be paid time and one-half (1 ½) for the first three (3) hours of overtime and double time (2x) for additional hours beyond the first three (3) hours of overtime in one day.
- (b) Employees working more than forty (40) hours in a week will be paid time and one-half (1 ½) for the first eight (8) hours of overtime and double time (2x) for additional hours beyond forty-eight (48) in one week.

- (c) Hours compensated under (a) above will not be compensated for in (b) above.

11.04 Right to Refuse Overtime

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

11.05 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

11.06 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

11.07 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 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 rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (c) Overtime rate shall apply to hours worked in excess of (a) and (b) above.

11.08 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

11.09 Overtime for Callout

Other than Resident Caretakers, a person designated as being "*on call*" for the week will be provided an additional payment of twenty-five dollars (\$25.00).

11.10 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half (2 ½) hours overtime immediately before or after completion of his/her scheduled daily hours. He/she shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given. The overtime meal allowance shall be "*effective the date of signing*" up to twelve dollars (\$12.00) with an acceptable receipt.
- (b) If an employee continues to work overtime beyond three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon completion of every three (3) hours worked thereafter.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

ARTICLE 12 - GENERAL HOLIDAYS**12.01 Paid Holidays**

(a) The following have been designated as paid holidays:

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

(b) Any other holiday designated by the Federal and Provincial Governments shall also be a paid holiday.

12.02 Holidays Falling on Saturday or Sunday

For an employee whose work schedule is from Monday to Friday and when any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

12.03 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall have the option of either an additional day's pay or a paid day off in lieu of the holiday. The lieu day shall be scheduled at a time mutually agreed between the Employer and the employee.

12.04 Holiday Falling on a Scheduled Work Day

An eligible employee who works on a general holiday named in 13.01 shall be compensated at the rate of time and one-half (1 ½) for all hours worked on the holiday plus a regular day's pay.

The current practice of having two (2) resident caretakers on duty will continue.

12.05 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.

12.06 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

12.07 Eligibility

(a) Employees must work the regularly scheduled day before and after such holiday except in case of an emergency or sickness at which time the Employer may require a medical certificate.

(b) No employee shall receive holiday pay for a statutory holiday unless she was hired more than thirty (30) calendar days immediately preceding the holiday and has worked one hundred twenty (120) hours in the last thirty (30) days.

ARTICLE 13 - ANNUAL VACATIONS

13.01 Vacation

(a) "*Vacation year*"

For the purpose of this article a vacation year is to be based on anniversary year.

(b) An employee earns, but is not entitled to receive, vacation leave during the first six (6) months of continuous employment.

(c) A regular full-time employee who has received at least ten (10) days' pay at straight time rates for each calendar month will have an annual vacation entitlement as follows.

Completion of 1 -2 years.....	10 days;
Completion of 3 - 6 years.....	15 days;
Completion of 7 - 9 years.....	20 days;
Completion of 10 or greater.....	25 days;

Vacation pay to be:

10 days	4% of gross wages earned;
15 - 19 days.....	6% of gross wages earned;
20 days.....	8% of gross wages earned;
25 days.....	10% of gross wages earned;

(1) Regular part-time employee shall receive an annual entitlement of vacation time off with vacation pay at the rate of four percent (4%) of gross earnings from the employee's employment date or the date he/she last received vacation pay, whichever is the most recent.

(d) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which the employee earns ten (10) days pay.

(e) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

(f) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service where employment commenced after July 1st.

13.02 Vacation Scheduling

(a) The scheduling and taking of vacation shall be on a calendar year basis. The vacation entitlement available to an employee in a calendar year may be taken with the approval of his/her supervisor.

(b) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and his/her immediate supervisor.

(c) Preference in the selection and allocation of vacation time shall be determined within each classification on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.

- (d) Employee selection of vacation must be completed by March 1st of each year. Employer review and approval of vacation selection will be completed and posted by March 15th of each year.
- (e) An employee who does not exercise his/her seniority rights by March 1st of each year, shall not be entitled to exercise those rights in respect to any vacation time selected in keeping with this March 1st deadline by an employee with less seniority.
- (f) An employee who transfers to another classification after the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort, taking into account the needs of the operation, shall be made to grant vacation at the time of the employee's choice.
- (g) Employees except the Activities Coordinator and the Groundskeeper will not select a vacation period that falls during the period of the 27th of one month through and including the 3rd of the month following.
- (h) Employees when selecting vacation during prime time (between mid-June and Labour Day), must do so on the basis of two (2) weeks increments.

13.03 Salary Payment

- (a) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay statement forwarded to a mailing address supplied by the employee in writing, or
- (b) Once per calendar year, upon ten (10) days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period
- (c) Payment for vacations will be made at an employee's basic salary except if an employee has been working in, and paid for, a higher-paid position than his/her regular position for a majority of his/her regular scheduled days during the sixty (60) working days immediately preceding his/her vacation, in which case he/she shall receive the higher rate.

13.04 Leave During Vacation

When an employee is in receipt of Bereavement Leave, or Jury Duty or Sick Leave during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within three (3) days of returning to work.

13.05 Call Back from Vacation

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

ARTICLE 14 - LEAVES OF ABSENCE**14.01 Special Leaves**

(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) attending wedding of the employee's child..... one (1) day;
- (3) attending his/her formal hearing to become a Canadian Citizen one (1) day;
- (4) Pall Bearer..... one half (½) day;

(b) Two (2) weeks' notice is required for leave under 14.01(a).

(c) For the purpose of the above leaves with pay, it will be only for the work day on which the situation occurs.

(d) Employees who have submitted his/her resignation will not be eligible for any of the above leaves during the two (2) week period prior to the last day of employment.

14.02 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, up to two (2) hours of sick leave may be utilized for this purpose.

14.03 Maximum Leave Entitlement

(a) Leaves taken under Clauses 14.01 shall not exceed a total of five (5) working days per calendar year.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

14.04 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral or service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.

(b) Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, brother, sister, father-in-law, 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 the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral or 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.

14.05 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.
- (h) The maximum amount of paid leave than an employee may receive under this clause is ten (10) days per annum.

14.06 Educational and Training Leaves

- (a) When an employee is required to take a course by the Employer, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out-of-town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.
- (c) An employee may request a leave of absence for educational purposes. Requests for such leaves will be made in writing and will indicate the relationship of such employee education to the Employer's business. Reasonable notice will be provided by the employee to minimize the dislocation of staff. The Employer will entertain requests that directly relate to the needs of the business and will indicate to the employee in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld but will ensure that operational requirements are maintained.

14.07 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination.

14.08 Full-time Union or Public Duty Leave

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees who seek election in a Municipal, Provincial or Federal election, for a maximum period of ninety (90) days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) For employees elected to a public office for a maximum period of five (5) years.

14.09 General Leave

- (a) An employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld. Employees who have been granted an unpaid Leave of Absence will not work for another Employer during leave of absence without first obtaining authorization from the Manager.
- (b) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

14.10 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or referendum shall have four (4) consecutive, clear hours during the hours in which the polls are open in which to cast his/her ballot.

ARTICLE 15 - HEALTH AND WELFARE BENEFITS**15.01 Basic Medical Insurance**

- (a) 70/30 Premium sharing upon ratification
- (b) 80/20 Premium on October 1, 2001
- (c) 100% Employer paid on October 1, 2002

15.02 Extended Health Care Plan

- (a) Employer to pay one hundred percent (100%) of premiums.
- (b) Nil deductible
- (c) 100% reimbursement of semi-private hospital and emergency out of Canada expenses
- (d) 80% reimbursement of other eligible expenses which include:
 - (1) Prescriptions
 - (2) Vision care \$ 200/24 months
 - (3) \$500 per year paramedical
 - (4) Unlimited physiotherapy
 - (5) Custom made ortho shoes, hearing aids and private duty nursing
 - (6) Other medically necessary services and supplies

15.03 Dental Plan

- (a) Employer to pay one hundred percent (100%) of premiums.
- (b) Nil deductible
- (c) 100% Basic including endodontic, periodontic and surgical services
- (d) 50% for eligible Major Services including crowns, dentures and bridgework
- (e) Current Provincial Dental Association Fee Guide
- (f) Maximum fifteen hundred (\$1500.00) per year

15.04 Group Life Insurance

- (a) Employer to pay one hundred percent (100%) of premiums.
- (b) 1x per annual earnings
- (c) Reduces to fifty percent (50%) at age sixty-five (65).
- (d) Terminates at age seventy (70).

Accidental Death

- (a) 2 x annual earnings
- (b) Reduces to fifty percent (50%) at age sixty-five (65).
- (c) Terminates at age seventy (70).

Dependent Life Insurance

- (a) Five thousand (\$5,000.00) for spouse

15.05 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under the Short-term Illness and Injury Plan.

15.06 Health and Welfare Plan Documents

A copy of the master contracts with the carriers for the Extended Health Care, Dental and Group Life Insurance Plans shall be forwarded to the President of the Union.

15.07 Report Inability to Work

The Employee shall inform the Employer within half (½) an hour after commencement of shift of the Employee's inability to report to work because of illness or injury, unless the Employee can provide satisfactory evidence of his/her inability to report within that time, otherwise the Employee will be considered to be on leave without pay and subject to disciplinary action.

ARTICLE 16 - SICK PLAN AND LONG-TERM DISABILITY

16.01 Sick Days

- (a) Ten (10) paid to be allocated on January 1st of each year.
- (b) Employee may cash in 50% of unused sick days not to exceed five (5) days' pay at the end of each year.
- (c) The sick days will be taken in hours so as to each hour missing for a late or early departure will be docked.
- (d) Any sick leave taken for more than two (2) consecutive days will be accompanied by a Doctor's certificate.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Layoff and Recall Procedure

In the event of a layoff:

- (a) Permanent full-time and part-time employees shall be laid off by classification in reverse order of seniority.
- (b) An affected employee will have the following options:
 - (1) Bump the least senior employee in the same classification provided that they have the skills, qualifications and demonstrated ability to perform the position.

- (2) Choose to go on the layoff list waiting recall
 - (3) Choose to terminate her employment and receive severance pay.
- (c) Bumping rights must be exercised within five (5) working days of notification of lay-off to the first affected person and three (3) working days to any subsequent persons. Written notice will be provided to the employee and Union.
- (d) Employees on layoff shall be recalled in the reverse order of layoff subject to her ability to do the work available.
- (e) In the event of a permanent layoff, two (2) weeks' notice will be given to an employee with less than three (3) years' seniority and three (3) weeks' notice will be given to an employee with more than three (3) years' seniority and one (1) additional week's notice for each additional year of seniority to a maximum of eight (8) weeks' notice. In the event of a permanent layoff if the Employer does not give proper notice an employee will receive equivalent to one (1) weeks' pay for every week not given in severance notice.
- (f) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire or flood.

ARTICLE 18 - SUSPENSION AND DISMISSAL

18.01 Suspension

The Employer may suspend an employee for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

18.02 Dismissal

- (a) The Employer may dismiss any employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.
- (b) Any employee whose employment is terminated by the employer for any reason other than just cause as per the Employment Standards Act.

18.03 Dismissal for Abandonment of Position

An employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have terminated his/her employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

18.04 Burden of Proof

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

ARTICLE 19 - RESOLUTION OF GRIEVANCES

19.01 Grievance Recognition

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

- (a) Differences between the parties respecting the interpretation, application, operation or any alleged violation of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

19.02 Grievance Procedure

- (a) *Step 1* - Every effort shall be made by the employee and his/her supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have his/her steward present at such a discussion.
- (b) *Step 2* - If the dispute is not resolved orally, the aggrieved employee may, within twenty (20) working days of the occurrence or of first learning of the occurrence, submit a written grievance as follows:
 - (1) Record his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the date and circumstances from which it arose;
 - (2) State the article or articles of the Agreement alleged to have been violated, and the remedy or correction requested; and
 - (3) Forward the grievance form to the next appropriate excluded Manager, through the steward.
- (c) The Manager shall provide the steward with a date received copy of the grievance. Following his/her investigation, but not later than ten (10) working days after receipt of the grievance at step 2, the Manager will reply in writing to the steward.
- (d) *Step 3* - Should the grievance remain unresolved, or the time limit for a reply not be met, the Union may, within twenty (20) working days, refer the matter to the General Manager.
- (e) The General Manager, or his/her designate, shall investigate all matters pertaining to the grievance and reply in writing to the Union within twenty (20) working days of receipt of the grievance at step 3.
- (f) *Step 4* - Failing resolution at step 3, or if the time limit for a reply has not been met, the grievance may be submitted to arbitration by the President of the Union, or his/her designate. In such a case, he/she will do so within twenty (20) working days of receipt, and notify the Employer of his/her intention.

19.03 Failure to Act

If the Union, at any step, does not present a grievance to the next higher level within the prescribed time limit, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

19.04 Amending Time Limits

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

19.05 Deviation from Grievance Procedure

- (a) The Employer agrees that after a grievance has been initiated at step 2 by the Union, the Employer's representative will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

19.06 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, other than time limitations, in processing the grievance through the grievance procedure. To this end an Arbitration Board 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 to render a decision according to equitable principles and the justice of the case.

19.07 Policy Grievance

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 the Union, as the case may be, within twenty (20) working days of the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration as set out in Article 21.

19.08 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. 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 formal 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 a 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 of at the time of filing.

19.09 Suspension or Dismissal Grievances

(a) In the case of a dispute arising from an employee's suspension, a copy of the written notice of suspension shall be forwarded to the President of the Union, or his/her designate, within two (2) working days of action being taken. The grievance may commence at step 2 of the grievance procedure within twenty (20) working days of the date on which the suspension occurred, or within twenty (20) working days of the employee receiving notice of suspension.

(b) In the case of a dispute arising from an employee's dismissal, a copy of the written notice of dismissal shall be forwarded to the President of the Union, or his/her designate, within two (2) working days of action being taken. The grievance may commence at step 3 of the grievance procedure within twenty (20) working days of the date on which the dismissal occurred, or within twenty (20) working days of the employee receiving notice of dismissal.

19.10 Personnel File Access

An employee, or President of the Union, or his/her designate, in the presence of the employee, shall be entitled to review the employee's personnel file. The employee or the President of the Union, or his/her designate, as the case may be, shall give the Employer twenty-four (24) hours notice prior to having access to such files.

ARTICLE 20 - ARBITRATION

20.01 Notification

Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any questions 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 in Article 20, notify the other party within thirty (30) days of the receipt of the reply at the 3rd step of its desire to submit the difference or allegations to a Board of Arbitration.

20.02 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties shall agree upon a list of arbitrators, which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

20.03 Three Person Arbitration Board

- (a) Within seven (7) days of receipt of written notice, the Parties may by mutual agreement have the matter heard by a three (3) person Arbitration board. Both Parties shall then have seven (7) days to name their appointee to the three (3) person board. The two (2) appointees shall then meet to select an impartial Chairperson.
- (b) If the recipient of the notice fails to appoint a nominee or the two (2) appointees fail to agree upon a Chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour at the request of either Party.

20.04 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

20.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

20.06 Expenses of Arbitration Board

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints.
- (b) One-half (1/2) of the fees and expenses of the Chairman.

20.07 Amending Time Limits

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

ARTICLE 21 - OCCUPATIONAL HEALTH AND ACCIDENT PREVENTION**21.01 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Employment Standards Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

21.02 Safety Committees

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

- (a) Up to two (2) representatives appointed by the Employer; and
- (b) Up to two (2) representatives appointed by the Union.

The Union representatives shall be employees at the workplace.

21.03 Unsafe Working Conditions

In keeping with Section 3.24 of the Workers' Compensation Board Regulations no employee shall be disciplined for refusal to work on a job which he/she believes unsafe.

21.04 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from the Short-term Illness and Injury Plan.

21.05 Transportation of Accident Victims

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

21.06 Investigation of Accidents

The local Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury. In the event of a fatality the Employer shall immediately notify the President of the Union, or his/her designate, of the nature and circumstances of the accident.

21.07 Safety Footwear

- (a) Approved footwear must be worn by Maintenance Workers and Groundskeepers, and all other staff when appropriate.
- (b) The Employer shall reimburse Maintenance Workers and Groundskeepers for an annual boot allowance of up to seventy-five dollars (\$75.00), upon submission of an acceptable receipt for approved boots.

- (c) Caretakers shall be provided with an annual foot wear allowance of up to seventy-five dollars (\$75.00), upon submission of an acceptable receipt for approved footwear.

21.08 Deputy Fire Safety Director

Resident caretakers are responsible for performing the duties of a deputy fire safety director, as outlined in the Employer's building fire safety plans, during the normal workday.

21.09 Resident Caretaker Special Training

The Employer shall provide training for all employees to assist them in dealing with difficult or violent residents. This training will be in keeping with the B.C. Health Services Program.

ARTICLE 22 - CONTRACTING OUT

The Employer agrees not to contract out work regularly performed by employees covered by this agreement which would result in the laying off of such employees.

ARTICLE 23 - GENERAL PROVISIONS

23.01 Municipal and School Board Offices

- (a) Employees may seek election to Municipal or School Board Offices, provided that:
- (1) The duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a Employer employee;
 - (2) There is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the Employer position.
- (b) Where Municipal Council or School Board Meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (c) Before employees may receive remuneration in Municipal or School Board Offices they must seek the approval of the Employer.

23.02 Federal and Provincial Offices

There are no restrictions, other than the oath of office, on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 15.13(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 15.13(c). If not elected, the employee shall be allowed to return to his/her former position.

23.03 Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment by other employees. An employee allegedly being harassed shall register her complaint in writing, through the Union Staff Representative, to the General Manager who shall deal with the complaint with all possible confidentiality.

The General Manager will investigate the allegation and if substantiated, take action appropriate to the offense. Unresolved complaints may be submitted by the Union at Step 3 of the grievance procedure.

Where the complaint involves the General Manager or a Board member then an independent member of the Board shall be assigned to carry out the investigation and ensure that appropriate action has been taken.

23.04 Donor Leave

An employee shall be granted ten (10) days without pay for the purpose of donating bone marrow or an organ.

23.05 Labour Management Committee

- (a) There shall be established one (1) Labour/Management Committee composed of Members equal in number, represented by the Employer and the Union. The size of this Committee shall be two (2) Union Representatives and two (2) Employer Representatives.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An Employer Representative and a Union Representative shall alternate in presiding over Meetings, and circulating the minutes in a timely fashion.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the Administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the employer and shall not have the power to bind either the Union or its Members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) Reviewing matters, other than grievances, relating to the maintenance of good industrial relations between the parties;
- (2) Correcting conditions causing grievances and misunderstanding.

23.06 Use of Compounds

Where employees are directed by their superiors to use particular compounds, the employees are not held responsible for any adverse effects resulting from the proper application of the compound.

ARTICLE 24 - EXPIRATION OF AGREEMENT

24.01 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 30, 2003, but no later than midnight, May 2003.
- (b) Where no notice is given by either party prior to April 30, 2003, both parties shall be deemed to have been given notice under this section on May 31, 2003, and thereupon Article 27.02 of the Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager of the Employer.

24.02 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 27.01 of this Agreement, the parties shall, within ten (10) days after the notice was given, or such other times as may be mutually agreed, commence collective bargaining.

24.03 Agreement to Continue in Force

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

24.04 Exclude Section 50 of the Labour Relations Code

Both parties agree to exclude the operation of Section 50, Subsections (2) and (3) of the Labour Relations Code s.b.c. Chapter 82 index chapter 212.5 and therefore those Subsections do not apply to this Collective Agreement.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER

George Heyman, President

Sid Gullion, President

Jim Curran,
Bargaining Committee Member

Ronald Moore, Vice President

Linda Bryan,
Bargaining Committee Member

Jeanette Dagenais, Administrator

Carolyn Samalack,
Bargaining Committee Member

Oli Magnusson, Staff Representative

Signed this _____ day of _____.

APPENDIX A - WAGES

POSITION	DATE OF RATIFICATION	OCTOBER 1, 2001	OCTOBER 1, 2002
Resident Caretaker I (Rent \$50.00 per month)	\$1,606.00	\$1,654.00	\$1,704.00
Resident Caretaker II (Rent \$50.00 per month)	\$2,500.00	\$2,575.00	\$2,652.00
Office Staff/Activities Coordinator Note: Based on 35/hr week	\$2,600.00	\$2,678.00	\$2,758.00
Groundskeeper Note: Hourly rate	\$12.00	\$12.36	\$12.73
Residential Maintenance Person	\$1300.00	\$1,339.00	\$1,379.00
Maintenance Note: Hourly rate	\$16.00	\$16.48	\$16.97
Premiums			
Hall Set Up & Maintenance Note: Monthly rate	\$420.00	\$433.00	\$446.00
Post Cleaning of Hall Note: Monthly rate	\$420.00	\$433.00	\$446.00
Lock up of Hall Note: 2 day week	\$25.00		
Lock up of Hall Note: 5 day week	\$50.00		

Signing Bonus

Employees on staff as of the date of ratification shall be entitled to a two hundred (\$200.00) dollar signing bonus.

**LETTER OF UNDERSTANDING NO. 1
FOUR DAY WORK WEEK FOR OFFICE PERSONNEL**

A four day work week for Office Personnel may occur with the concurrence of management. Such arrangement may be terminated by the Employer upon two (2) weeks' notice.

In providing a four day work week, wage levels will be adjusted appropriately to reflect the reduction in weekly hours of work.

Employees will be provided Friday off each week except in the weeks as set out below:

- (a) In the case where a statutory holiday falls during the week. In this case eligible employees will receive the statutory holiday pay.
- (b) In the event of Old Age Pension Day, last day of month, first day of month falling on a Friday. In this case the employee will be provided another day to be taken.
- (c) In the event of any office personnel taking vacation, including management. No day off will be taken and pay will be adjusted accordingly.

Office staff may take vacation once per year between the 27th and the 3rds of each month in the following months only:

- (1) January
- (2) February
- (3) March
- (4) July
- (5) August
- (6) October
- (7) December

**LETTER OF UNDERSTANDING NO. 2
PESTICIDE TICKET / GARY BRYAN**

The parties agree that Gary Bryan will take the pesticide course within three (3) months of the ratification of this agreement. The Company will pay course costs as well as any lost wages where the course or test is to occur during his regularly scheduled working hours.

The Company will pay for Mr. Bryan to take this course a maximum of two (2) times. Thereafter Mr. Bryan is responsible for any associated costs or wage loss.

**LETTER OF UNDERSTANDING NO. 3
RESIDENT MAINTENANCE PERSONS**

It is understood that resident maintenance employees employed pursuant to Article 8.02 shall be entitled to pick up additional maintenance work pursuant to Article 8.04.

In allocating such additional work, it is agreed that the Employer shall offer such work to resident maintenance employees on the basis of seniority taking into account availability and special skills.

In the event resident maintenance employees refuse to accept additional work on a regular and consistent basis, then the Labour Management Committee shall meet to discuss the appropriateness of continuing to call upon said employee for such work. The Union and the Employer agree to cooperate to ensure that the Employer maintains a call list of only those employees who are regularly available for all required work.

LETTER OF UNDERSTANDING NO. 4

Re: Doreen Curran
Jim Curran
Milford Heimbecker

It is agreed that the above mentioned employees shall be exempt from compliance with the Letter of Understanding regarding work beyond the age of sixty-five (65). However, seniority rights for lay-off and recall shall end at age sixty-five (65).

Notwithstanding the foregoing, the Employer is entitled to request such employees to submit to a medical examination or medical interview pursuant to Article 16.06 where the Employer has a concern regarding their ability to perform the duties and volume of work required by their position(s).

In the event it is determined that the employee is unable to perform the duties and volume of work required, then the parties agree to discuss the matter of special employment pursuant to Article 7.15 - Special Employment.

If the employee cannot be accommodated pursuant to Article 7.15, such employee shall be entitled to access benefits pursuant to Article 17 - Sick Leave and other benefits as set out in point 4 and 9 of the Letter of Understanding regarding Working beyond age sixty-five (65).

Upon the exhaustion of such benefits, the employee shall be deemed terminated.

Where the employee's inability to continue in their former position no longer allows the employee to continue to reside in the caretaker's suite, the Employer commits to find such employee alternate housing within the complex.

**LETTER OF UNDERSTANDING NO. 5
WORKING BEYOND AGE SIXTY-FIVE (65)**

Employees may be permitted to work beyond age sixty-five (65) subject to the following conditions:

- (a) Application for consideration to work beyond age sixty-five (65) must be made in writing to the employees' supervisor one (1) year prior to the employee reaching sixty-five (65).
- (b) Factors taken into consideration when considering the employee's request will be satisfactory work performance and physical health as determined by a medical physician and volume of work necessitating retention in the position.
- (c) Permission to work beyond age sixty-five (65) will be granted on a yearly basis subject to Item #2. Seniority rights for layoff and recall shall end at age sixty-five (65).
- (d) Benefits coverage will be limited to:
 - (1) Medical Services Plan of British Columbia - as per present contract entitlement.
 - (2) Extended Health - as per present contract entitlement
 - (3) Dental - as per present contract entitlement
 - (4) Vacations - as per present contract entitlement
 - (5) Employment Insurance (E.I.) - must pay E.I. deductions
 - (6) Workers' Compensation Board - normal coverage will continue
 - (7) Canada Pension Plan (CPP) - each individual should seek counselling from the CPP administrator on the options available. If an employee chooses to contribute to CPP beyond the age of sixty-five (65), the Employer will make deductions as usual. This is an optional choice that each employee will make. Under the present Act, CPP contributions may occur to age seventy (70).
 - (8) Life Insurance - entitlement will cease at age sixty-five (65).
 - (9) Current sick leave provision to apply.

These provisions are subject to agreement by the BCGEU for each employee applying to work beyond the age of sixty-five (65).