

COLLECTIVE AGREEMENT

between the

**AMICA AT BEECHWOOD VILLAGE
(Amica Mature Lifestyles)**

and the

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

Effective from October 1, 2000 to September 30, 2003

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NOTE: an asterisk () indicates new or amended language.*

DEFINITIONS

"*Bargaining Unit*" - is the unit for collective bargaining described in the certification issued by the Labour Relations Board on September 10, 1993 covering employees of the Employer for whom the BC Government and Service Employees' Union is the bargaining agent.

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

"*Continuous service*" - means uninterrupted regular full-time or regular part-time employment with the Employer.

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

"*Day of Rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include the days the employee is on leave of absence.

"*Dependent*" - an employee's spouse, legal or common-law, of same or opposite sex; an unmarried person who is your natural child; or an adopted child, step-child, foster child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than 22 years of age; or 22 years but younger than 25 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or 22 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the Contract, provided the child was covered under the Contract as a dependent on the day prior to his or her 22nd birthday and remains dependent on you for support.

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

(a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed five hundred and twenty (520) hours.

(b) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.

(c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:

- (1) paid leave relief
- (2) unpaid leave relief
- (3) temporary increase of workload

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

(d) "*full-time regular employees*" - full-time regular employees are regularly scheduled employees who work an average of forty (40) hours per week on a continuing basis.

"*Employer*" - means Amica at Beechwood Village (Amica Mature Lifestyles), 2315 Mills Road, Sidney, BC.

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

"*Layoff*" - means a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.

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

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

"*Spouse*" - means a person of the opposite sex to whom the employee is legally married or a common-law or same sex relationship and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, and to promote a healthy working relationship between the Parties. The Union and Employer recognize the quality of services provided by Beechwood Village is related to an effective working relationship between the Parties.

1.2 Future Legislation

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

- (a) The remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- (b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be referred to mediation/arbitration for resolution. A decision by an Arbitrator pursuant to this clause will remain in effect during the term of this Agreement.

1.3 Licensed Premises

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

1.4 Conflict with Regulations

In the event that there is a conflict between an express provision of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule or order.

1.5 Use of Feminine and Singular Terms

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

1.6 Sexual Harassment and Harassment*

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and harassment. An employee allegedly being sexually harassed and/or harassed shall register the complaint in writing, no later than six (6) months of the latest alleged occurrence either directly to the Manager, or through the Union. Management and the Union shall deal with the complaint with all possible confidentiality.

Management shall investigate the allegation of sexual harassment or harassment in an expeditious manner, and issue a report no later than twenty-one (21) days after receiving the complaint and, if substantiated, take action appropriate to the offence. Where a party is not satisfied with this action or the complaint is not resolved, a grievance may be submitted at Step 2 of the grievance procedure.

The Employer shall notify the Union within seven (7) calendar days of issuing the report, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The Parties may amend time limits by mutual agreement and for exceptional circumstances.

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

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

(a) "*Sexual harassment*" means engaging in conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials, offensive pictures, graffiti, cartoons or sayings;
- (7) unwanted physical contact such as touching, patting, pinching, hugging;

(b) "*Harassment*" is defined as deliberate actions, that ought reasonably to be known to be unwelcome by the recipient toward an individual or individuals, by an employee, Management, or resident on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.

1.7 Personal Harassment*

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

- (a) Complaints of personal harassment shall be made within ninety (90) days of the alleged latest occurrence to the appropriate supervisor or manager not involved in the matter.
- (b) Complaints will be investigated and dealt with in an expeditious and appropriate manner.
- (c) If a complaint is not resolved within twenty-one (21) days of the complaint being made, the matter may be filed through the grievance procedure of Article 8.
- (d) The Parties may amend time limits by mutual agreement and for exceptional circumstances.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.1 Bargaining Agent Recognition

The Employer recognizes the BC Government and Service Employees' Union as the exclusive bargaining agent for all employees falling within the Bargaining Unit.

2.2 No Other Agreement

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

2.3 Union and Employer Representation

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

2.4 Correspondence

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

2.5 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) When access is required for such purposes as set out in (a), the Union Representative will notify the Employer in advance.

(c) Any investigation as set out in (a) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employees neglecting their work duties and responsibilities.

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer shall recognize up to three (3) stewards elected or appointed by the Union.

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

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

The duties of the steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer;
- (d) attending meetings at the request of the Employer.

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

2.7 Union Bulletin Board

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

2.8 No Discrimination

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

2.9 Union Insignia and Union Shop Card

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

2.10 Right to Refuse to Cross Picket Lines

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

2.11 Unpaid Leave - Union Business

(a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice, subject to operational requirements for the purposes listed below:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) to three (3) employees who are representing the Union to carry on negotiations with the Employer.

(b) 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 appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

2.12 Membership Information

The Employer agrees to provide to the Union twice a year by the first of months of January and July, a list of all Union members, their current job classification, employee status, addresses, and telephone numbers known to the Employer.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

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

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

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

3.2

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

3.3 Excluded Personnel*

It is agreed, as a rule, that bargaining unit work will not be performed by excluded personnel.

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

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

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Rights Reserved

The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

6.2 Management Rights

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) hire, direct and assign work to employees;
- (b) promote, demote, transfer, layoff, recall or retire employees;
- (c) suspend, discipline and discharge employees for just and reasonable cause;
- (d) evaluate job performance;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- (g) establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement;
- (h) maintain order, discipline and efficiency; and
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Labour-Management Committee

A Labour-Management Committee shall be established, consisting of two employees and two representatives of the Employer. On the written request of any of its member(s), the Labour-Management Committee shall meet at least once every two months during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall not suffer any loss of basic pay for time spent on this committee.

7.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during his/her working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) Employees shall be entitled to claim overtime pay for such attendance as (a) above where time spent in the meeting results in the employees working more than their regularly scheduled shift or more hours than their regularly scheduled work week.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Procedure*

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

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to 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.

8.2 Step 1*

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor within ten (10) calendar days of the alleged violation. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance*

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

- (a) twenty-one (21) calendar days after the date on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) twenty-one (21) calendar days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2*

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting this grievance to the senior manager or designate through the Union steward

(b) The senior manager or designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Step 2 Meeting*

The representative designated by the Employer to handle grievances at Step 2 and the steward shall meet in an attempt to resolve the issues within seven (7) calendar days of the grievance being presented. The Employer designate may include a supervisor and/or another member of management in the discussions; and the steward may include another steward, a union staff representative, and/or the grievor, at their discretion.

8.6 Time Limit to Reply at Step 2*

The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days of receiving the grievance at Step 2.

8.7 Time Limits to Submit to Arbitration*

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

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

8.8 Dismissal or Suspension Grievance*

(a) In the case of a dispute arising from an employee's dismissal, the Union agrees to meet with the Employer prior to the Union filing the grievance directly at arbitration within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of dismissal.

In the case of a dispute arising from an employee's suspension of five (5) days or greater, or suspension pending investigation, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

8.9 Deviation from Grievance Procedure

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

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

8.10 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and render a decision according to equitable principles and the justice of the case. For the purposes of this Article, an expired time limit will not be considered to be a technical error.

8.11 Amending Time Limits

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

8.12 Policy Grievances

(a) Where either Party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or designate and the Union within fourteen (14) days of the occurrence.

(b) Where no satisfactory agreement is reached, either Party, within fourteen (14) days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

8.13 Failure to Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this article shall be considered abandoned.

ARTICLE 9 - ARBITRATION

9.1 Appointment of a Single Arbitrator*

When a Party has requested that a grievance be submitted to arbitration, the Parties shall have fourteen (14) calendar days to agree on a single arbitrator. Failing such agreement, either Party may request that a single arbitrator be appointed pursuant to the Labour Relations Code of British Columbia.

9.2 Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the Parties and any person affected by it.

9.3 Jurisdiction of the Arbitrator

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

9.4 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

9.5 Section 103 Procedure

(a) If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a person agreed to by the Parties shall at the request of either Party:

- (1) investigate the difference,
- (2) define the issue in the difference, and
- (3) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

(b) If either party is not satisfied with the recommendations delivered in accordance with sub paragraph (a), it may present the grievance at the next step of the grievance procedure. Failure to do so within five (5) days of receipt of the recommendations shall result in a deemed settlement of the grievance in accordance with such recommendations.

9.6 Amending Time Limits

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

9.7 Expedited Mediation/Arbitration Process*

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) as the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party;
- (c) prior to rendering a decision the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, the arbitrator's decision shall be brief and to the point;
- (d) The offices of Beechwood and the Union will be used for the process on an alternating basis starting with the Union office;
- (e) the arbitrator shall hear the grievances and shall render a decision within seven (7) calendar days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision;
- (f) all decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (g) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (h) the parties shall equally share the costs of the fees and expenses of the arbitrator;
- (i) the expedited arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1 Discipline

- (a) *Burden of Proof*—The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.
- (b) *Probationary Period*—If the Employer, in its sole discretion, decides that the probationary employee is unsuitable for continued employment, that his or her performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his or her duties, the Employer may terminate the employee's employment at any time during the probationary period.

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, suspensions, dismissals, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of her personnel record. Upon the employee's request, any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been any further infraction. Effective January 1, 1999 such documentation shall be removed from the employee's file after the expiration of twelve (12) months. However, all proven cases of harassment shall remain on record for two (2) years. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Evaluation Reports

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

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

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

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

10.5 Personnel File

- (a) An employee, or the President of the Union (or her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, or such other office as the Employer may provide, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.
- (b) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept, or such other office as the Employer may provide. Access to the file shall be not later than seven (7) days after notice is given.
- (c) At the request of the employee or his/her representative, copies of any or all documents on the employee's file will be provided by the Employer.

10.6 Right to Have Steward Present*

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to 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. An employee has the right to have his/her shop steward present during any disciplinary discussions. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a Staff Representative of the Union and to have another shop steward present at any disciplinary discussion with supervisory personnel.

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

ARTICLE 11 - SENIORITY

11.1 Definition*

- (a) Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union.
- (b) For casual employees, seniority shall accrue on the basis of hours paid.
- (c) For all purposes of relating the seniority of casual employees to the seniority of regular employees, the seniority hours of the casual will be divided by eight (8) to determine the number of days seniority. A seniority "*date of hire*" will be set on the back-dated date corresponding to the number of work days of seniority. The foregoing formula will also be applied to determine the "*regular date of hire*" for casuals that become regular employees in accordance with this Agreement.

11.2 Seniority Date*

- (a) Except as provided in this Agreement, an employee's seniority date will be his or her most recent date of hire.
- (b) The Employer will provide the Union stewards a current seniority list on January 1 and July 1.

11.3 Leaving the Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

11.4 Probation

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to his or her date of hire.

11.5 Loss of Seniority*

Loss—Seniority shall be lost and employment terminated if an employee:

- (a) resigns;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than twelve (12) consecutive months;
- (d) after a layoff, fails to report to work within three (3) working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives reasons satisfactory to the Employer for his or her failure to do so;

- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

ARTICLE 12 - VACANCY POSTING

12.1 Vacancies and New Positions

Job awards for promotions or vacancies shall be made by the Employer as between applicants, both internal and external, on the basis of abilities and qualifications. If the abilities and qualifications of two (2) or more applicants are relatively equal, then the applicant with the greatest seniority shall be awarded the job.

12.2 Job Posting

Vacancies in existing or new classifications for regular employment shall be posted in a conspicuous location for five (5) consecutive working days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the fifth (5th) working day after the initial posting on forms supplied by the Employer. The Employer may advertise vacancies externally. The posting shall contain the following information: job title, qualifications, nature of position, present hours of work, wage rate or range. Applications from qualified employees shall be considered prior to applications from non-employees.

12.3 Temporary Appointments

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

12.4 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of two hundred and forty (240) hours.

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

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

ARTICLE 13 - LAYOFF AND RECALL PROCEDURE*

- (a) Employees shall be laid off by job category in reverse order of seniority within the bargaining unit.
- (b) In the event of a layoff, a laid off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee. There shall be no bumping up. A decision to bump a less senior employee must be made in writing with seven (7) calendar days of receiving the notice of layoff.

- (c) A laid off regular employee may opt to be placed on the casual seniority list in order of seniority, for available casual work assignments in any job classification that the employee is qualified to perform. A regular employee would not lose their regular status in this event. Assignment to the casual list does not prevent recall to a regular position if it becomes available.
- (d) Employees on layoff shall be recalled in order of seniority subject to being available, willing, and qualified of performing the work.
- (e) After three (3) continuous months of employment, the Employer must provide one (1) week's notice of layoff or wages in lieu, after twelve (12) months of continuous employment, two (2) weeks' notice or wages in lieu and after three (3) years of employment, three (3) weeks' notice or wages in lieu, plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
- (f) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.
- (g) Employees recalled to work shall receive the current rate for the classification to which they are recalled.
- (h) In the event of layoff and recall pursuant to this Article, consultation will occur through the Joint Labour/Management Committee established in Clause 7.1.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work for Regular Employees*

- (a) *Continuous Operation*—A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Saturday and end at 12:00 midnight on Friday.
- (b) *Hours of Work*—The normal hours of work for a regular full-time employee shall be eight (8) working hours per day. The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

The hours of work of a regular part-time employee will not be less than four (4) hours per day and not more than eight (8) hours per day exclusive of an unpaid one-half (½) hour meal break.

- (c) Regular part-time employees may request additional shifts in order of seniority for assignments in any classification that the employee is qualified to perform. However, additional shift assignments cannot conflict with their regular part-time position or the provisions of this Agreement. Regular employees exercising rights under Article 13-Layoff and Recall, shall have priority in the assignment of additional hours to the limit of their regular part-time position.

14.2 Scheduling*

The Employer shall post the hours of work on a bulletin board which is easily accessible and visible to employees.

- (a) A regular employee will not be required to work more than five (5) consecutive shifts without receiving a minimum of two (2) consecutive days off, unless otherwise agreed between the Employer and the employee. In any event, employees must receive 32 consecutive hours free from work, or receive double time for all hours worked in the 32 hour period.
- (b) The Employer will schedule the times of all on-duty and off-duty shifts, including statutory holidays, and post the schedule at least fourteen (14) calendar days in advance of the effective date.

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

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

The determination of regular starting and stopping times for work shall be made exclusively by the Employer, and may be changed by the Employer from time to time subject to the provisions of this Agreement. There shall be no split shifts except in emergency situations.

14.3 Changes in Scheduling

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

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

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

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

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

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

14.4 Meal and Rest Periods*

(a) All employees working a shift six (6) hours or greater shall receive a fifteen (15) minute paid rest period in each half of the shift.

(b) All employees working less than a six (6) hour shift but a minimum of a four (4) hour shift, will receive one fifteen (15) minute paid rest period.

(c) All employees working a full eight (8) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the work day.

(d) An employee is entitled to take his/her meal break away from the premises. Where this cannot be done, he/she shall be compensated for the break at the rate of time and one-half (1½) the basic rate of pay, with the exception of the night auditor, who will be paid for the break at the straight time rate.

(e) The actual time of the meal break may be varied by mutual agreement between the employee(s) and the supervisor.

(f) When an employee's meal break occurs during a period when the kitchen is open, the employee may purchase food from the kitchen at a cost of four dollars (\$4) per meal.

14.5 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clause 17.2 or 17.3, the time off granted will be eight (8) hours per lieu day for a regular full time employee and prorated for a regular part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 19.1, the annual vacation entitlement shall be converted to hours on the basis of a eight (8) hour day for a regular full time employee and prorated for a regular part-time employee.

(c) *Designated Paid Holiday* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be eight (8) hours per designated paid holiday for a regular full time employee and prorated for a regular part-time employee.

ARTICLE 15 - EMPLOYEE TRAINING

15.1 Training Compensation

Should the Employer direct an employee to participate in a course or program, such employee shall be compensated in accordance with the following:

- (a) the hours spent by the employee attending the course or program will be considered to be hours spent working by the employee for the purposes of remuneration and seniority under this Agreement; and
- (b) the Employer will pay the cost of the course including tuition fees and reasonable travel and subsistence expenses.

15.2 Required Training

Currently the Employer requires but is not limited to the following training in the following positions, meaning that employees directed to take such training will be compensated in accordance with Article 15.1:

- (a) Employees who serve liquor are required to have successfully completed the "*Serve It Right*" course required by the provincial government.
- (b) All kitchen employees are required to have successfully completed the "*Food Safe*" course required by the provincial government.

15.3 Educational Leave

The Employer may in its sole discretion grant an employee a "*leave of absence*" under Article 22.4 for educational purposes.

ARTICLE 16 - UNIFORMS AND CLOTHING

16.1 Proper Dress

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

16.2 Unconventional Mode of Dress

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
Floater	

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

17.2 Holiday Falling on Day of Rest

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

17.3 Holiday Falling on a Scheduled Work Day

A regular employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of one and one-half (1½) times the basic rate of pay for all hours worked as well as an additional day off with pay.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off. The employee shall indicate his/her preference in writing by November of each year.

An employee working Christmas or New Year's Day shall be paid double time and a day in lieu for time worked.

17.6 Paid Holiday Pay*

Paid holiday pay shall be based upon the employee's regular hourly wage rate, multiplied by his or her average daily hours during the last twenty (20) days actually worked prior to the paid holiday.

17.7 Lieu Days

Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

17.8 Eligibility*

Eligible employees shall receive the day off with pay on a paid holiday. To be eligible for paid holiday pay, an employee must have been employed by the Employer for at least thirty (30) consecutive calendar days.

17.9 Vacation*

If a paid holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such paid holiday.

ARTICLE 18 - OVERTIME**18.1 Definitions**

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

18.2 Overtime Entitlement

- (a) A regular full-time employee shall be entitled to compensation for overtime in excess of regularly scheduled daily hours.

An employee shall receive overtime pay of one and one-half (1½) times his or her regular hourly wage for all hours worked in excess of:

- (1) eight (8) in a day; or
 - (2) forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.
- (b) Overtime compensation shall be paid at the applicable overtime rate for all time worked.

An employee shall receive overtime pay of two (2) times his or her regular hourly wage for all hours worked in excess of:

- (1) ten (10) in a day; or
- (2) forty-eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.

18.3 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations. Notwithstanding this provision, where overtime is requested to be performed, it shall be offered first to the most senior qualified employee on

duty. The work shall be performed by the least senior employee in that classification if no other more senior qualified employee accepts the overtime assignment.

18.4 Overtime for Employees Working Less than Full-Time*

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

18.5 Overtime Coffee Break

Employees who work more than two (2) hours of overtime shall receive a paid coffee break of fifteen (15) minutes.

18.6 Paid Holidays*

Where a week contains a paid holiday, the references to hours in a week in Article 18.2 above shall be reduced by eight (8) hours for each paid holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the paid holiday.

18.7 Authorization Required

Except in emergency situations, no employee is permitted to work unauthorized overtime hours. All overtime must be authorized in writing by management.

18.8 Minimum Pay*

- (a) The Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of four (4) hours' pay unless his or her work does not commence or is suspended, because of reasons completely beyond the control of the Employer, in which case a minimum two (2) hours pay applies.
- (b) The Employer shall pay a school student reporting for work on his/her school day as required by the Employer his/her regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not he/she commences work.

ARTICLE 19 - ANNUAL VACATION

19.1 Annual Vacation Entitlement*

- (a) Each regular employee covered by this Agreement shall receive vacation pay as follows:

(1)

Years of Service	Annual Vacation Time	Annual Vacation Pay
1-2	10 work days	4%
3-4	15 work days	6%
5 or more	20 work days	8%

(2) Commencing October 1, 1999, employees with five (5) or more years service will be entitled to one (1) additional vacation day per year to a maximum of twenty-five (25) days (10%).

- (b) For the purposes of calculating continuous years of service under this clause, the Employer will recognize continuous service dating back to date of hire.
- (c) Regular part-time employees will be entitled to annual vacation with pay on a proportionate basis.
- (d) A common anniversary date of May 1st will be used for the purpose of calculating annual vacation entitlement. Where an employee has not completed a year of employment, his/her annual vacation will be calculated on a proportionate basis.
- (e) Vacation must be taken between May 1st and April 30th of the following year, however employees may carry over up to 5 vacation days to the next vacation year.
- (f) During the probationary period of employment, an employee earns but cannot schedule vacation.
- (g) Vacation pay is calculated on straight time hours paid as a percentage of the employee's gross earnings for the preceding year. The percentage that applies is set out in (a) above.
- (h) Gross earnings shall mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and paid holiday pay.

19.2 Seniority Preference in Scheduling

Employees shall have preference in respect to annual vacations, within their department according to service seniority. Where the employee chooses to split her vacation, her second choice of vacation shall be made only after all other employees concerned have made their initial selection. Only one employee at a time in each department will be scheduled off on vacation unless operational requirements allow for greater flexibility.

19.3 Circulation of Vacation Preference Form*

- (a) Vacation preference forms will be circulated by March 1st of each year and posted by April 1st of each year.
- (b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation preference form shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation requests received after April 1st in any year shall be approved in accordance with this Article within thirty (30) days of receipt of the request.
- (d) A vacation period, once scheduled, will not be cancelled without the consent of the employee and cannot be rescheduled and/or exchanged without the consent of the Employer.

19.4 Vacation Pay on Termination

An employee who terminates his/her employment for any reason shall be compensated his/her full vacation pay as provided in Article 19.1.

19.5 Call Back

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/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 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 time.

19.6 Work in Higher Rated Position

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to his/her vacation, the employee's vacation pay shall be based on the proportionate amount of time worked in a higher position.

19.7 Approved Leave of Absence with Pay During Vacation

When an employee is in receipt of the sick leave provision or on leave with pay in accordance with Articles 15 and 22.2 during 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 seven (7) days of returning to work.

19.8 Vacation Credits Upon Death

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

ARTICLE 20 - WORKERS' COMPENSATION

20.1 Sick Leave/Workers' Compensation

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 payments for the remainder of his/her shift without deduction from sick leave.

20.2 Benefits While on Compensation

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive benefits as if they were employed to a maximum of six (6) months.

20.3 Employee to Contact Employer*

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

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required by the Employer to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their

duties or they are capable of returning to their position in accordance with a medically approved WCB return to work plan.

ARTICLE 21 - ILLNESS AND INJURY

21.1 Return to Work Following Illness or Injury*

(a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation Benefits, the employee is entitled to reinstatement in his/her former position within a reasonable period of time, providing he/she is fit to perform the full duties required of the position.

(b) Employees who have been absent from work for a period greater than six (6) months, due to extended illness or injury, must provide twenty-one (21) calendar days notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

21.2 Employee to Inform Employer

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

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

ARTICLE 22 - LEAVES OF ABSENCE

22.1 Bereavement Leave*

In the event of the death of an employee's spouse or child, he or she shall be granted leave of five (5) working days with pay. In the event of the death of an employee's parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grand child, a leave of four (4) working days with pay shall be granted. Up to two (2) additional days with pay may be granted at the Employer's discretion. In order to receive paid bereavement leave, an employee must have been scheduled to work on the days of such leave.

22.2 Jury and Witness Duty*

(a) Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence without loss of pay.

(b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

22.3 Election Days

Any employee eligible to vote in a Federal, Provincial or Municipal election or referendum who does not have four (4) consecutive hours free from his employment between the hours of the opening and closing of the poll on polling day, is entitled to have such time as may be required to provide him/her with four (4) consecutive hours during the hours in which the polls are open in which to cast his/her ballot.

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

22.4 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave for any purpose. Approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

22.5 Court Attendance

Employees covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal at the request of Beechwood Village, shall be paid at the appropriate straight time or overtime rate for all hours in attendance.

22.6 Special Leave*

Where leave from work is required, an employee shall be entitled to special leave of two (2) days at his/her regular rate of pay for the birth or adoption of employee's child.

22.7 Family Leave*

- (a) A regular employee working twenty-five (25) hours per week or more shall be granted, subject to operational requirements, a partial or full-time leave of absence of up to two (2) years, in order for the employee to raise a dependent child or children as described in the Definitions clause of this Agreement.
- (b) Upon return, the employee shall be placed in her former position or in a position of equal classification as seniority and operational requirements permit.
- (c) The employee must give one (1) month's notice of application.
- (d) The employee must not be employed by another employer during the period of leave.

22.8 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence for up to thirty (30) consecutive days to enable them to run for elected public office.

ARTICLE 23 - MATERNITY, ADOPTION LEAVE

23.1 Maternity and Adoption Leave

- (a) A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.
- (b) An employee on her written request supported by a certificate from a doctor stating the employee is pregnant, and estimating the probable date of birth, will be granted a leave of absence without pay for a period not more than twelve (12) months. The written request shall be given to the Employer at least twenty-one (21) days before leave is to commence.
- (c) An employee shall be granted a leave of absence without pay for up to twelve (12) months following the adoption of a child.

- (d) The employee may with agreement of the Employer, defer the commencement of maternity leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform her duties.
- (e) The employee will give the Employer written notice of at least twenty-one (21) days prior to the expected date of return to work.
- (f) During the maternity/adoption leave an employee shall retain and accrue seniority.

23.2 Benefits

- (a) On return from maternity/adoption leave an employee shall be placed in her former position or in a position of equal rank and pay.
- (b) The Employer shall maintain coverage for medical and dental benefits while an employee is on maternity leave, and shall pay one hundred percent (100%) of the cost of the premiums.
- (c) Notwithstanding Article 23.1, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity/adoption leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this article may be carried over to the following year, notwithstanding Article 19.
- (d) Maternity/adoption leave for employees in their initial probationary period shall be in accordance with the Employment Standards Act.

23.3 Extension of Maternity Leave

Maternity leave as provided in Article 23.1 may be extended up to an additional six (6) consecutive months where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

24.1 Transportation of Accident Victims

Transportation from Beechwood Village 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.

24.2 Health and Safety Committee*

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the Occupational Health and Safety Regulations of the Workers' Compensation Act, to be comprised of two (2) employee representatives and one (1) Employer representative.
- (b) This Committee shall hold regular meetings, but no less than on a quarterly basis and minutes will be kept of all Committee meetings and a copy of these minutes sent to the Employer and the Union.
- (c) This Committee will function in accordance with the Occupational Health and Safety Regulations pursuant to the Workers' Compensation Act.

24.3 Investigation of Accidents

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

24.4 Right to Refuse Unsafe Conditions

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

24.5 Lieu Time to Attend Meetings

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

ARTICLE 25 - ADJUSTMENT PLAN

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies:

- (a) the Employer shall give notice to the trade union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the Employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - (2) human resource planning and employee counselling and retraining;
 - (3) notice of termination;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits;
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.

ARTICLE 26 - CONTRACTING OUT

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

ARTICLE 27 - HEALTH AND WELFARE*

The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer. Benefits under this Article are only available to regular employees who work twenty (20) hours or more per week and who have completed the probationary period.

27.1 Medical Plan

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

27.2 Benefits*(a) *Extended Health Care*

Co-Insurance.....	100%
Deductible.....	\$25 per covered person or \$50 per covered family (maximum of \$25 per covered person)
Lifetime maximum.....	Unlimited
Termination:.....	At your attainment of age 70 or your retirement, if earlier
Hospital.....	Semi-private
Convalescent hospital	Semi-private room daily rate, to a maximum of \$1,000 in a calendar year
Chiropractor, naturopath, osteopath, podiatrist, or chiropodist.....	\$300 per practitioner in a calendar year
Drugs.....	Direct pay for prescription drugs (effective Oct. 1, 2001)
Massage therapy	\$300 in a calendar year
Private duty nursing.....	\$10,000 in a calendar year
Physiotherapy.....	\$1,000 in a calendar year
Speech therapy.....	\$300 in a calendar year
Orthopaedic shoes.....	\$200 in a calendar year
Hearing aids.....	\$400 every five (5) years
Travel assistance coverage	

(b) *Dental Care*

Plan A - Basic Plan: 100% of premiums paid by Employer

Plan B - Major Treatment Plan: 50% paid by Employer, \$2,000 per calendar year maximum, employee only

Plan C - Orthodontic Services (effective October 1, 2001): 50% paid by Employer

Plan C is subject to a lifetime maximum payment of \$1,500 per person covered, with no run-offs for claims after termination of employment. An employee is eligible for orthodontic services under Plan C after 12 months in the plan.

(c) *Vision Care*

\$200 per 24 months for adults
\$200 per 24 months for children

(d) *Group Life Plan*

\$25,000 (effective July 1, 2002 - \$35,000)

The Employer will pay one hundred percent (100%) of the premiums for all the above-mentioned benefits.

(e) *Short Term Illness and Injury Plan*

(1) The Employer will arrange for an insurance carrier to provide eligible employees with a Short Term Illness and Injury Plan (STIIP) effective November 1, 1994.

(2) The STIIP plan shall have the following basic characteristics:

(i) STIIP benefits will commence starting on the first day in the event of an injury or hospitalization, and the fourth day in the event of an illness.

(ii) STIIP benefits will be as follows: sixty-six and two-thirds percent (66-2/3%) pay to a maximum of four hundred and twenty-nine dollars (\$429) per week for a period not to exceed seventeen (17) weeks.

(3) Costs of the premiums will be 100% Employer paid.

(f) *Long Term Disability*

Monthly Benefit: An amount equal to sixty-seven percent (67%) of your monthly earnings as of the commencement of total disability (rounded to the next higher multiple of \$1 if not already a multiple thereof), up to a maximum of three thousand dollars (\$3,000).

Elimination Period: Benefits will be payable for each period of total disability after seventeen (17) weeks of continuous total disability or, if later, on the date that any absent time pay or salary continuance paid by the Employer ceases.

Maximum Benefit Period: Benefits are payable up to your sixty-sixth (66th) birthday or, if earlier, to the date on which you elect to receive early retirement benefits under any employee benefit plan.

Termination: At your attainment of age sixty-four (64) years and thirty-five (35) weeks unless you are in receipt of Long Term Disability Benefits.

Employees shall pay one hundred percent (100%) of the premiums for Long Term Disability benefits.

ARTICLE 28 - PAYMENT OF WAGES

28.1 Rates of Pay

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

(b) Except in the case of a termination of employment when the Employer will have the option to pay the wages owing by cheque or by direct deposit, pay cheques shall be issued by direct deposit to the employee's bank account. Pay advice shall be distributed to employees in sealed envelopes to ensure the details of the pay cheques are confidential.

28.2 Paydays

All employees shall be paid biweekly.

28.3 Payment of Wages Upon Termination, Layoff or Resignation

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

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

28.4 Substitution

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

Where the Employer requires an employee to work temporarily in a higher classification for more than one (1) consecutive day, the employee shall be paid the higher rate for the period so employed.

ARTICLE 29 - JOB CLASSIFICATIONS AND WAGE RATES*

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3.
- (b) When the Employer establishes a new bargaining unit position, or introduces significant changes to an existing position it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

ARTICLE 30 - GENERAL CONDITIONS

30.1 Indemnity

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

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

30.2 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall print, in an agreed to format and distribute sufficient copies to the stewards of the Agreement for distribution to employees on staff.
- (b) All Agreements shall be printed in a Union Shop and bear a recognized Union label.
- (c) The Employer shall reimburse the Union for fifty percent (50%) of all costs.

30.3 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a resident or guest of the Employer, the Employer shall pay, up to a maximum of two hundred dollars (\$200), for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

30.4 Lockup for Personal Effects

The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.

The Employer will not enter an assigned locker without the presence of the employee and the Shop Steward or Alternate.

30.5 Retirement

The retirement date for all employees shall be the first day of the month immediately following the employee's 65th birthday. Exceptions may be made upon agreement between the Employer and the employee in question.

ARTICLE 31 - DURATION OF AGREEMENT

31.1 Duration*

This Agreement shall be for the period from October 1, 2000 up to and including September 30, 2003.

31.2 Notice to Bargain*

(a) This Agreement may be opened to collective bargaining by either Party giving written notice to the other Party on or after June 30, 2003 but in any event, no later than midnight on September 30, 2003.

(b) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the General Manager for Beechwood Village.

(c) Where no notice is given by either Party prior to September 30, 2003, both Parties shall be deemed to have been given notice under this section on September 30, 2003.

31.3 Change in Agreement

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

31.4 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of collective bargaining and until a new Agreement is signed.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

"*Strikes*" includes any strike, picketing, sit-down, stand-in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's plant or premises.

31.5 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this Collective Agreement.

31.6 Section 50(2) and (3) Excluded

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

31.7 Medical Examinations

The Employer may at any time require an employee to take a medical examination, so long as the Employer pays the fees for that examination. This applies only for the purposes of confirmation of fitness for work.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Carolyn Jones, General Manager

Shannon Caldwell, Bargaining Committee

Carol Brown, Vice President
Human Resources and Community Operations

Denise Thompson, Bargaining Committee

Kenn Perrier, Assistant General Manager

Andrea Haftner, Bargaining Committee

Randy Pearson, Staff Representative

Signed this _____ day of _____, 200__.

**APPENDIX 1
CASUAL EMPLOYEES***

- (a) Casual employees shall be paid at four percent (4%) in lieu of all vacation entitlements. A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (b) All provisions of the Collective Agreement apply to casual employees except as follows:

11.4	<i>Probation</i>
13	<i>Layoff/Recall Procedure</i>
14.2(b)	<i>Scheduling</i>
14.2(c)	<i>Scheduling</i>
19	<i>Annual Vacation</i>
22.1	<i>Bereavement Leave (granted without pay)</i>
22.2	<i>Jury and Witness Duty (granted without pay)</i>
22.3	<i>Election Day (granted without pay)</i>
22.4	<i>General Leave</i>
22.6	<i>Special Leave</i>
22.7	<i>Family Leave</i>
23	<i>Maternity, Adoption Leave (Employment Standards Act applies)</i>
27	<i>Health and Welfare</i>

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

Casual Employee Work Assignment

- (a) Casual employees shall be called in to work in order of their seniority and laid off in reverse order of seniority within their job classification. Notwithstanding the foregoing, the Employer may assign the necessary on the job orientation for new employees without the application of the seniority provisions.

A casual employee shall be entitled to register for work in any job classification in any department for which he/she has the qualifications to perform.

- (b) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

- (c) The manner in which casual employees shall be called to work shall be as follows:

(1) one call - eight (8) rings. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.

(2) Casual employees have the right of refusal without penalty.

(3) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.

- (d) Casual employees registered for casual work shall notify the Employer one (1) month in advance of the dates and times which they will be available to work in the upcoming month.

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

Casual employees registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation.

- (e) Casual employees who are successful in competition for a regular position shall be subject to a probationary period only to the extent of fulfilling the required five hundred and twenty (520) hours of work with the Employer. If the regular position is one in which the employee's job classification changes, the employee will be required to complete a qualifying period as outlined in Article 12.4.

- (f) Casual employees who report for work at the call of the Employer and whose shift is cancelled shall be paid in accordance with Article 14.3(e).

Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of five hundred twenty (520) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this Article and who is reclassified as a regular employee shall serve a probationary period pursuant to the definition of probationary period in this Collective Agreement.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 12.4.

**APPENDIX 3
SALARIES***

	October 1, 2000	October 1, 2001	October 1, 2002
Cook	13.57	13.84	14.12
Dishwasher/Prep Cook	10.62	10.83	11.05
Dining Room Supervisor	13.94	14.22	14.50
Wait Staff	11.99	12.23	12.47
Housekeeping Supervisor	13.94	14.22	14.50
Housekeepers/Laundry Worker	11.99	12.23	12.47
Reception	11.92	12.16	12.40
Night Auditor	12.50	12.75	13.01
Maintenance	15.59	15.90	16.22

**APPENDIX 4
EXCLUDED POSITIONS***

General Manager
Assistant Manager
Activity Coordinator
Food Services Manager

Note: The Parties agree that upon the vacancy of the Activity Coordinator position, the position will be placed within the bargaining unit. The Parties will then negotiate the appropriate wage rate for the position.

**LETTER OF UNDERSTANDING
LTD PLAN PREMIUMS***

During negotiations for the 2000/2003 Collective Agreement, the cost of LTD premiums for bargaining unit employees was discussed.

The Parties agree to jointly investigate the LTD Plan considering the high cost of premiums. The result of the review would be to recommend, if possible, options to reduce LTD premium costs to employees.

**SIGNED ON BEHALF OF
THE UNION:**

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Signed this _____ day of _____, 200__.