

**COLLECTIVE AGREEMENT**

- between -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 358**

- and -

**THE OWNERS, STRATA PLAN 1601**

**APRIL 1, 2004 TO MARCH 31, 2007**

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THIS AGREEMENT made this 1<sup>ST</sup> day of MARCH A.D. 2005.

BETWEEN:

**THE OWNERS, STRATA PLAN 1601  
(hereinafter referred to as the "Employer")**

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES, FOR ITSELF AND ON  
BEHALF OF ITS LOCAL NO. 358  
(hereinafter referred to as the "Union")**

WHEREAS the Union has been duly certified under the *Labour Relations Code of British Columbia* as the bargaining authority for employees working as security guards for The Owners, Strata Plan 1601, EXCEPT those excluded by the Code;

NOW THEREFORE the parties agree with each other as follows:

## **ARTICLE 1 PURPOSE OF AGREEMENT**

### **1.01 Purpose**

It is the purpose of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognise the mutual value of joint discussions in all matters pertaining to working conditions, employment, service, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

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## ARTICLE 2 MANAGEMENT RIGHTS

### 2.01 Management Rights

The Union recognises and agrees that subject to the express terms of this Agreement, the Employer retains the sole and exclusive right and authority to manage its operation and to conduct its business, including but not limited to the right to:

- a) hire and direct its workforce; determine job content; schedule, organise and assign work; establish methods, processes and means of performing work; determine the number of employees to be employed and the duties to be performed;
- b) make and enforce rules to be observed by all employees and to revise such rules from time to time;
- c) suspend, discipline and discharge employees for cause;
- d) designate job requirements, including determining the experience, skills, abilities, training and qualifications of employees to perform work.

In exercising the above the Employer agrees that it will not act in bad faith or in a discriminatory manner.

## ARTICLE 3 RECOGNITION AND NEGOTIATION

### 3.01 Bargaining Unit

The Employer recognises the Canadian Union of Public Employees and its Local 358 as the sole and exclusive collective bargaining representative of all employees working as security guards for The Owners, Strata Plan 1601, at Arbutus Ridge, Cobble Hill, BC, save and except the Security Supervisor and any other persons excluded by the *Labour Relations Code of British Columbia*.

### 3.02 Definition of Employee

For the purpose of this Agreement, an "employee" shall mean a security guard employed by the Employer who is represented by the Union as defined above.

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### **3.03 Work of the Bargaining Unit**

Except in the case of work performed by the Security Supervisor, an emergency or where no bargaining unit member is immediately available, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if such work will result in a bargaining unit member being laid off, not recalled from a lay-off, or suffering a reduction in his hours of work.

### **3.04 Categories of Employees**

There shall be two (2) categories of employees:

"Regular employees" are those employees who work on a regularly scheduled year round basis, provided work is available;

"On-call employees" work on an as and when needed basis.

### **3.05 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

### **3.06 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) may have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, provided they request and receive permission from the Employer at least twenty-four (24) hours prior to the time of such access.

### **3.07 Union Officers and Committee Members**

Although, wherever possible, the investigation of grievances shall take place outside of regular working hours, if it is necessary for any union representative to take time off during working hours to investigate or attempt to settle a grievance, or to otherwise meet with management, he shall first receive permission from his supervisor before leaving his place of work. A union representative will not suffer a loss of pay spent in the performance of these duties during regular working hours.

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### **3.08 Union Business**

The Union agrees that its officers, members, agents, or the Union itself shall not hold meetings on the Employer's premises. Casual conversation which does not in any way interfere with the Employer's operations will not be considered a violation of this clause.

## **ARTICLE 4 HUMAN RIGHTS**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his membership or activity in the Union, except as may be permitted by the provisions of the *Human Rights Act of British Columbia*.

## **ARTICLE 5 UNION MEMBERSHIP REQUIREMENT**

### **5.01 Union Membership**

As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. For the purpose of this Agreement, a member in good standing shall be defined as anyone who pays Union dues and initiation fees.

## **ARTICLE 6 CHECK-OFF OF UNION DUES**

### **6.01 Assignment of Wages**

Every employee in the bargaining unit shall, as condition of employment, execute a written assignment of wages to the Union at the time he is employed, such assignment to be in the form of an Authorization of Check-Off covering the monthly dues and the initiation fee.

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**6.02 Check-off Form**

The Authorisation of checkoff shall be effective from the date of employment and shall be on a standard form, to be furnished by the Union, and to be completed by the employee upon commencement of employment.

**6.03 Deduction of Dues**

While this Agreement continues to apply to those employees who have signed the Authorisation of checkoff form, the Employer shall, as a condition of continued employment, deduct from the wages of each such employee an amount equal to the monthly Union dues as specified by the Union.

**6.04 Remittance of Dues**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

**6.05 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

**ARTICLE 7 EMPLOYER & UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

**7.01 Acquainting Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

**ARTICLE 8 CORRESPONDENCE**

**8.01 Correspondence**

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Strata Manager and the Recording Secretary of the Union, or the CUPE National Representative.

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A copy of any correspondence between the Employer, or his designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Collective Agreement shall be forwarded to the Recording Secretary of the Union or his designate.

## **ARTICLE 9 LABOUR MANAGEMENT COMMITTEE**

### **9.01 Establishment of Committee**

A Labour-Management/Health & Safety committee shall be established consisting of two (2) Employer and two (2) Union representatives. The committee shall enjoy the full support of both parties in the interests of improving service to the residents, and addressing issues arising in the workplace, including safety, for the employees. The parties agree that this Article satisfies the provisions of Section 53 of the *Labour Relations Code of BC*.

### **9.02 Meetings of Committee**

The committee shall meet at the request of either party, at least semi-annually, but not more than once every two (2) months, except by mutual agreement, at a mutually agreeable time and place, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. The party requesting the meeting shall prepare an agenda and the other party shall confirm the date and add agenda items as desired. Employees shall not suffer any loss of pay for time spent with this Committee.

### **9.03 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **9.04 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Minutes that are not jointly approved shall not be posted or distributed in any way.

### **9.05 Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement, unless mutually agreed otherwise.

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The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does 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 written recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 10 LABOUR MANAGEMENT BARGAINING RELATIONS**

### **10.01 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union who are also employees. The Union will advise the Employer of the Union members of the Committee.

## **ARTICLE 11 RESOLUTIONS AND REPORTS OF THE EMPLOYER**

### **11.01 Copies of Resolutions**

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Strata Council at any Council or membership meetings (excluding in-camera Council meetings), and which affect the terms and conditions of employment of a significant number of employees in the bargaining unit are to be forwarded to the Union and posted for the employees. This clause shall not apply to any items that may involve collective bargaining.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.01 Settlement of Complaints**

All employees shall attempt to settle any complaint or dispute directly with their immediate supervisor before proceeding with the Grievance Procedure.

### **12.02 Definition of Grievance**

A "grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

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### **12.03 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards. The steward may assist any employee which the steward represents in preparing his grievance in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of each Union Steward and the Employer shall not be required to recognise them until so notified.

### **12.04 Permission to Leave Work**

Subject to the provisions of Clause 3.07 of this Collective Agreement, the Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes. The Union recognises that each steward is employed by the Employer and that he will not leave his work during working hours to perform his duties under this Collective Agreement without first obtaining the permission of his supervisor.

### **12.05 Employee Grievances**

#### **STEP 1**

The Union may submit the grievance in writing to the Security Supervisor or his authorised representative within fourteen (14) calendar days of becoming aware of the events giving rise to the grievance. The Security Supervisor shall reply to the grievance in writing within fourteen (14) calendar days from the date it was received.

#### **STEP 2**

Failing a satisfactory settlement at Step 1, and within fourteen (14) calendar days of the receipt of the Employer's reply in Step 1, the Union may submit the written grievance to the Strata Manager or her authorised representative. The Strata Manager, or her authorised representative, along with one (1) member of the Strata Council or an owner authorised by the Strata Council, accompanied if so desired by other representatives of the Employer, will meet with Union Officer(s) within fourteen (14) calendar days of the receipt of the grievance with a view to achieving a settlement. The Strata Manager, or her authorised representative, shall reply to the grievance within thirty (30) calendar days after it was received at this Step.

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### **STEP 3**

If a satisfactory settlement is not reached at Step 2, then the Union may advance the grievance to arbitration provided written notice of such is given to the Employer within thirty (30) calendar days following the receipt of the Employer's reply at Step 2.

Unless mutually agreed otherwise, the grievor shall be present at all stages of the grievance procedure.

#### **12.06 Suspension, Dismissal and Policy Grievances**

Any grievance concerning the suspension or dismissal of an employee, or a matter of policy directly between the parties concerning the general application, operation or interpretation of this Collective Agreement, shall commence directly at Step 2.

#### **12.07 Management Grievances**

### **STEP 1**

The Employer may submit the grievance in writing to the Union within fourteen (14) calendar days of becoming aware of the events giving rise to the grievance. The Strata Manager, or her authorised representative, accompanied if so desired by other representatives of the Employer, may meet with Union Officer(s) within fourteen (14) calendar days of the receipt of the grievance with a view to achieving a settlement. The Union shall reply to the grievance within thirty (30) calendar days after it was received.

### **STEP 2**

If a satisfactory settlement is not reached at Step 1, then the Employer may advance the grievance to arbitration provided written notice of such is given to the Union within thirty (30) calendar days following the receipt of the Union's reply at Step 1.

## **ARTICLE 13 ARBITRATION**

### **13.01 Single Arbitrator**

In any case in which an Arbitrator shall be required under this Agreement, a single Arbitrator shall be selected by mutual agreement of the parties. If after thirty (30) calendar days following the referral of the dispute to arbitration the parties are still unable to agree on a single Arbitrator, an Arbitrator shall be selected from the following names:

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Colin Taylor  
Donald R. Munroe, Q.C.  
Judy Korbin

**13.02 Arbitration Board**

Notwithstanding the provisions of Clause 13.01, and where the parties mutually agree in writing, the grievance may be submitted to a three (3) person Board of Arbitration, in which case each party shall notify the other by hand delivered notice or registered mail indicating the name of its nominee on an Arbitration Board. Such notification will occur within thirty (30) calendar days following the referral of the dispute to Arbitration. Within thirty (30) calendar days thereafter the two nominees shall select an impartial Chairperson.

**13.03 Referral to Labour Relations Code**

Where the parties or their respective nominees are unable to agree upon an Arbitrator, or in the case of a Board of Arbitration, an impartial Chairperson, and none of the Arbitrators named in Clause 13.01 is able or willing to hear a dispute that has been referred to arbitration, Section 86 of the *Labour Relations Code of British Columbia* shall apply.

**13.04 Decision of an Arbitration Board**

The decision of the majority of an Arbitration Board shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The decision of an Arbitrator/Arbitration Board shall be final, binding and enforceable on all parties concerned, and may not be changed without the written mutual consent of the parties to this Agreement.

**13.05 Determination of Issue(s)**

The issue(s) raised in the written grievance and the written replies thereto shall be presented to the Arbitrator/Arbitration Board and his/its award shall be confined to such issue(s).

**13.06 Right of Representation**

Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witness(es) of the other party and to present arguments orally and/or in writing.

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### **13.07 Expenses**

The expenses of the Arbitrator and of the place of hearing shall be borne in equal shares by the Union and the Employer.

### **13.08 Witness/Nominee Fees**

Witness/nominee fees and allowances shall be paid by the party calling or appointing such witnesses/nominees.

### **13.09 Direction to Arbitrator (Arbitration Board)**

An Arbitrator (Arbitration Board) shall have regard to the real substance of the matters in dispute and the respective merit of the positions of the parties to it under the terms of the Collective Agreement, and shall apply principles consistent with the industrial relations policy of the *Labour Relations Code of British Columbia*, and is not bound by a strict legal interpretation of the issue in dispute.

### **13.10 Evidence**

An Arbitrator (Arbitration Board) may receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

### **13.11 Costs**

No costs of arbitration shall be awarded to or against either party.

### **13.12 Written Award**

The Arbitrator/Arbitration Board shall deliver its award in writing to each of the parties. Such awards shall be binding on the parties but in no event shall the Arbitrator/Arbitration Board have the power to alter, modify or amend this Agreement in any respect.

### **13.13 Time Limits**

The parties agree that time limits are of the essence and will make every reasonable effort to advance the grievance within the time limits set out in this Article and in Article 12.

### **13.14 Extension of Time Limits**

Time limits mentioned in this Article and in Article 12 may only be extended by the mutual agreement of the parties.

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## **ARTICLE 14 EXPEDITED MEDIATION**

### **14.01 Mutual Agreement**

**The parties agree that the following provisions shall only operate by mutual agreement of the parties for each and any grievance.**

### **14.02 Investigation of Differences**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Colin Taylor or **Donald Munroe** shall at the request of the parties:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written non-binding recommendations to resolve the difference

within fifteen (15) days of the date of receipt of the request; and, for those fifteen (15) days from that date, time does not run in respect to the grievance procedure.

### **14.03 Expenses**

Expenses for the services of a mediator under this Article shall be shared equally between the Employer and the Union.

## **ARTICLE 15 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **15.01 Cause for Discipline**

An employee may be disciplined, suspended or discharged, but only for just cause by the Employer.

### **15.02 Discharge or Suspension Procedure**

When the Employer has disciplined or dismissed an employee under this section, a letter stating the reasons for such discipline or discharge will be forwarded to the employee within five (5) working days of his discipline or dismissal, with a copy to the Recording Secretary of the Union.

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## ARTICLE 16 SENIORITY

### 16.01 Definition of Seniority

- (a) The seniority of a regular employee means the length of his continuous service with the Employer since his last date of hire and shall include service with the Employer prior to the date of certification.
- (b) Seniority for an on-call employee will be accrued on the basis of time actually worked. When determining what is to be counted as time actually worked for the purpose of accruing seniority, the following shall be included:
  - i any time off which is paid for by the Employer, and
  - ii time off which is the result of an injury or illness for which *Workers' Compensation Board* benefits are payable.

### 16.02 Seniority List

Within ten (10) days of a request from the Union, the Employer shall furnish the Union with lists of all its employees in the bargaining unit, provided however that such requests will be made no more often than once every six (6) months. There shall be one (1) list for regular employees and one (1) list for on-call employees. Such list shall contain the following information:

- a) employee's name,
- b) the date from which the employee's seniority is calculated,
- c) the employee's job classification, and
- d) whether the employee is regular or on-call.

### 16.03 Loss of Seniority

An employee will lose all seniority, and will be deemed to be terminated where he:

- i. voluntarily terminates his employment;
- ii. is discharged by the Employer (provided that if the discharge becomes the subject of a grievance or an arbitrator's award, the employee is not reinstated);

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- iii. is laid off and is not recalled within the time specified elsewhere in this Agreement for the retention of recall rights;
  - iv. fails to return to work on the date specified following an approved leave of absence; (extenuating circumstances excepted);
  - v. is sent notice of a recall from layoff and fails to report for duty or to give reasons satisfactory to the Employer for not reporting within five (5) days after the issuance of such notice by registered mail.

#### **16.04 Commencement of Seniority**

An employee's seniority shall commence following the completion of the probationary period and shall include the probationary period.

#### **16.05 Probationary Period**

An employee will be considered as on probation during the first four hundred and eighty (480) hours actually worked. During the probationary period the Employer may terminate a probationary employee if the employee is not suitable for continued employment. After completion of the probationary period, seniority shall be effective from the original date of employment. The above probationary period may be extended by mutual agreement of the parties.

### **ARTICLE 17 STAFF CHANGES**

#### **17.01 Job Postings**

When a vacancy occurs the Employer shall post notice of position in areas accessible to employees for a minimum of five (5) working days in order that all employees will know about the position and be able to make written application therefor, EXCEPT in emergency cases.

#### **17.02 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

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### **17.03 Appointments**

Appointments to vacancies, including where an on-call employee becomes a regular employee, shall be made to the fully qualified applicant who has the best qualifications to efficiently perform all the required work. Qualifications shall include skill, knowledge, and ability. When qualifications of two or more applicants are equal, then the applicant with the most seniority will be assigned to fill the vacancy.

### **17.04 Trial Period**

An employee appointed to a new position will be subject to a trial period for the first sixty (60) days actually worked in that new position. If during this trial period the Employer determines that an employee is not suitable for the position to which he has been appointed, or if the employee does not wish to remain in the position, the employee shall revert back to his previous position and rate of pay. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his former position and rate of pay. The sixty (60) day trial period referred to above may be extended with mutual agreement of the parties to this Agreement.

### **17.05 No Outside Advertising**

Unless otherwise mutually agreed, no outside advertising for any vacancy shall be placed until the applications of present employees have been fully processed.

### **17.06 On-the-job Training**

The Employer shall provide job related training as it deems necessary so that every employee shall have the opportunity to qualify for promotion or transfer in the event of a vacancy arising.

## **ARTICLE 18 LAYOFFS AND RECALLS**

### **18.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

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## 18.02 Role of Seniority in Layoffs

Both parties recognise that job security shall increase in proportion to length of service. Therefore, where the Employer deems it necessary to layoff regular employees, such employees will be laid off in reverse order of their bargaining unit-wide seniority, provided the remaining employees are fully qualified and capable of performing all required work.

## 18.03 Recall List

Laid off regular employees will be retained on a recall list during which time they shall be considered to be on-call employees and subject to the provisions of Article 19 of this Collective Agreement. Laid off employees who desire to return to service when work is available to them must keep their supervisor informed of their current address in order that they be readily accessible. If a regular employee is recalled for a period in excess of thirty (30) consecutive days, he shall be returned to regular status.

## 18.04 Recall Procedure

When work becomes available, laid off regular employees shall be recalled by the Employer for return to service in order of seniority, provided an employee so recalled is fully qualified and capable of performing all required work.

## 18.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify regular employees who have completed one (1) year of continuous service, and who are to be laid off, thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to **work on the days he would have normally worked during the thirty (30) calendar days notice period as provided in this clause**, he shall be paid for the days for which work was not made available.

# ARTICLE 19 ON CALL EMPLOYEES

## 19.01 On-call Employees

On-call employees shall be called in for work on an as and when needed basis and such work will be assigned on an equitable basis subject to operational requirements.

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## **19.02 Termination of On-call Employees**

An on-call employee shall be deemed to be terminated and shall lose all seniority if he:

- a) is not called in to work for a period of twelve (12) consecutive months;
- b) is unavailable for work when called in on three (3) separate occasions in any six (6) month period, without a reasonable excuse. For the purpose of this clause a reasonable excuse shall be limited to:
  - i. leave pursuant to Article 24;
  - ii. absence due to a WCB claim;
  - iii. illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
  - iv. illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days at any one time;
  - v. medical or dental appointments. Proof may be necessary.

This part (b) shall only apply to call-ins where the employee has more than ten (10) hours' notice prior to him being required to report for work.

## **ARTICLE 20 HOURS OF WORK**

### **20.01 Definition of Work Week and Work Day**

For the purpose of this Article a work week is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a work day that commenced on Saturday will be deemed to have been worked in the work week in which the work day commenced. A work day is defined as the twenty-four (24) hour period commencing at the start of an employee's first scheduled shift on a calendar day.

### **20.02 Regular Hours of Work**

The regular hours of work for employees shall be up to eight (8) hours per work day, exclusive of a thirty (30) minute unpaid meal break, and up to forty (40) hours per work week. Where an employee is on duty alone on a shift where there

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is no other employee working, that employee shall be paid for the thirty (30) minute lunch break at applicable overtime rates. An employee on an unpaid meal break, who chooses to carry a radio and responds to a call, or is required to perform work, during such meal break, shall be paid for the thirty (30) minute lunch break at applicable overtime rates.

### **20.03 Reporting Pay**

- a) Any employee who reports for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Employer gives at least one (1) hour notice cancelling said call.
- b) In the event that an employee commences work on his shift and his work is suspended prior to the completion of four (4) hours work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reason completely beyond the control of the Employer, when a minimum of two (2) hours must be paid.
- c) Reporting pay under this clause does not apply where an employee is called back to work on a day during which he has already worked.

## **ARTICLE 21 OVERTIME**

### **21.01 Eligibility for Overtime**

Overtime rates will only be paid in those cases where an employee is required by the Employer to work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Overtime hours worked in a work day shall not be counted in determining weekly overtime.

### **21.02 Overtime Rates**

Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a work day, that employee shall be paid at one-and-one-half (1½) times his basic straight-time hourly rate for the first three (3) hours of eligible overtime worked in work day and two (2) times his basic straight-time hourly rate for any hours of eligible daily overtime worked in excess of three (3) in a work day. An employee who is eligible for overtime payment for working in excess of forty (40) hours in a work week shall be paid at one-and-one-half (1 ½) times his basic straight-time hourly rate for the first eight (8) hours of eligible overtime worked in a work week and two (2) times his basic straight-time hourly rate for any hours of eligible weekly overtime worked in excess of eight (8) in a work week.

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### **21.03 Call-back Pay Guarantee**

An employee who is called back to work outside his regular working hours, on a day where he has already performed work, shall be guaranteed a minimum of two (2) hours work at the applicable rate of pay.

### **21.04 No Layoff to Compensate for Overtime**

An employee shall not be required to layoff during regular hours to equalize any overtime work. However, the Employer shall have the right to take all necessary steps in order to minimize the amount of overtime worked.

### **21.05 Payment For or Supply of Meals**

An employee required to work more than two (2) hours overtime before or after his regular shift, shall be provided with a meal or an amount equal to one-half (½) hour of pay based on the labour rate of pay as outlined in this Agreement, and the same shall be provided for each additional four (4) hours of overtime worked on that day.

### **21.06 Sharing of Overtime**

Except for overtime worked immediately prior to or after a regular shift, overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.

### **21.07 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a time selected by mutual agreement, subject to operational requirements. The maximum accrual of overtime at any one time shall be forty (40) hours. Time off shall be paid at the rate in effect when the overtime was worked. All time accrued must be taken within the calendar year in which it is accrued and prior year accruals which are not taken will be paid out following the completion of the first full pay period of the following year.

## **ARTICLE 22 PAID HOLIDAYS**

### **22.01 Paid Holidays**

An employee shall receive a day off with pay subject to the provisions of Clauses 22.02 and 22.05 for the following Paid Holidays (or any day proclaimed in lieu thereof):

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New Years Day  
Good Friday  
Victoria Day  
BC Day  
Canada Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other paid holidays proclaimed by the Government of British Columbia.

#### **22.02 Eligibility**

To be eligible for holiday pay an employee must have been employed by the Employer for at least thirty (30) days prior to the date of the paid holiday.

#### **22.03 Determination of Payment**

A regular employee who qualifies for holiday pay in accordance with Clause 22.02 above shall be paid in an amount equal to his regularly scheduled daily straight-time wages provided the employee has worked on fifteen (15) of the thirty (30) days immediately preceding the holiday. On-call employees and regular employees who have not worked on fifteen (15) of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing such employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15). For the purpose of this Article, approved leave of absence of a regular employee resulting from non-occupational illness or injury shall be considered to be time worked.

#### **22.04 Work Performed on a Statutory Holiday**

Where an employee works on a paid holiday, pay for work actually performed by such employee on any of the paid holidays referred to in Clause 22.01 of this Agreement will be at one and one-half (1½) times the employee's straight-time basic hourly rate of pay for the first eleven (11) hours actually worked, and two (2) times the employee's straight-time basic hourly rate of pay for any time actually worked in excess of eleven (11) hours. In addition, such employee shall receive a day off with pay, as calculated in Clause 22.03, to be taken at a mutually agreeable time within the twelve (12) month period immediately following the date of the paid holiday.

#### **22.05 Where Employee does not Work**

Should a paid holiday fall on an employee's day off, that employee shall receive a day off with pay, as calculated in Clause 22.03, to be taken at a mutually agreeable time within the twelve (12) month period immediately following the date of the paid holiday.

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## **ARTICLE 23 ANNUAL VACATIONS**

### **23.01 Two Weeks**

For each year of the first four (4) years of continuous service completed, an employee shall earn annual vacation of two (2) weeks, and shall receive pay for such vacation in an amount equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned.

### **23.02 Three Weeks**

For the fifth (5th) and subsequent years of continuous service completed, an employee shall earn annual vacation of three (3) weeks, and shall receive pay for such vacation in an amount equal to six percent (6%) of gross earnings for the year in which vacation entitlement is earned.

### **23.03 Four Weeks**

For the ninth (9th) and subsequent years of continuous service completed, an employee shall earn annual vacation of four (4) weeks, and shall receive pay for such vacation in an amount equal to eight percent (8%) of gross earnings for the year in which vacation entitlement is earned.

### **23.04 Termination of Employment**

In the event of termination of employment an employee shall receive vacation pay calculated according to Sections 23.01, 23.02 and 23.03 for any unused vacation entitlement based on service actually performed up to the date of termination.

### **23.05 Entitlement**

Employees become entitled to an annual vacation on the conclusion of each working year. Employees must take all of their vacation entitlement in the year in which the entitlement applies and such vacation shall commence no later than twelve (12) months after the date on which the employee became entitled to it. Vacations shall be scheduled in accordance with Clause 23.06. Employees will be permitted to carry over one (1) week of vacation to the following year.

### **23.06 Vacation Scheduling**

The Employer shall determine the number of employees who may take vacation at any particular time. The Employer will permit employees to register their vacation desires, on an annual vacation block sheet, which shall be posted from January 1 to February 28 each year. Vacation time registered by February 28 will be scheduled by seniority, subject to the requirements of the operation. No employee shall work or be scheduled for work during his vacation unless, due to

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circumstances beyond the control of the Employer, the vacation has to be rescheduled. An employee will not be required to reschedule a vacation where the employee can show that they have made vacation plans that cannot be changed.

### **23.07 Payment of Vacation Pay**

Vacation pay will be paid to an employee on the last scheduled pay day immediately prior to the scheduled commencement of an employee's vacation. Employees will not be permitted to receive vacation pay advances.

### **23.08 Compensation for Holidays Falling Within Vacation Schedules**

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay, as determined by clause 22.03, to be taken at a time mutually agreeable to the employee and the Employer, within the six (6) month period following the date of the paid holiday.

## **ARTICLE 24 LEAVE OF ABSENCE**

### **24.01 Leave of Absence**

Subject to operational requirements, an employee may be granted a leave of absence without pay when he requests such leave for good and reasonable cause. Such requests and approvals shall be in writing and subject to the approval of the Administrator or her delegate.

### **24.02 Bereavement Leave**

The Employer shall grant bereavement leave with pay for three (3) regularly scheduled work days, in the case of the death of a regular employee's spouse, parents, grandparents, grandchildren, brothers, sisters, children, parents-in-law, brothers-in-law and sisters-in-law. When bereavement leave requires an employee's attendance away from Vancouver Island, the Employer shall grant bereavement leave without pay for an additional two (2) days.

### **24.03 Jury or Court Witness Duty**

The Employer shall grant leave of absence with pay to a maximum of seven (7) days for one occasion every three (3) years, and without loss of seniority to an employee who serves as juror. Jury duty above that set out in the previous sentence and witness duty in any court shall be without pay but without loss of seniority. Paid leave under this provision shall be the difference between an employee's normal earnings and the payment he received for jury duty, excluding

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payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

#### **24.04 Union Conventions or Seminars**

Where leave granted is for Union conventions or seminars, it is agreed that employees will continue to receive their normal pay and that the Union will be invoiced in advance and pay in advance for the wages paid to the employee by the Employer for the time attending such conventions and seminars.

#### **24.05 Notification of Absence**

An employee who becomes aware that he is not going to be able to report for work as scheduled will make every effort to give the Employer as much notice as possible but no less than two (2) hours prior to his scheduled starting time with reasons for his failure to report.

### **ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES**

#### **25.01 Salaries and Wages**

The salaries and wages to be paid by the Employer to the employees shall be those set forth in Schedule "A" attached hereto and forming part of this Collective Agreement.

#### **25.02 Pay days**

Pay days shall be on alternate Thursdays. A holdback of up to five (5) days shall apply at the Employer's discretion.

#### **25.03 Afternoon Shift**

Afternoon shift is defined as any shift that commences between the hours of 12:00 and 18:59. Employees working the afternoon shift shall receive an additional **twenty five (25¢) cents** per hour for each hour worked on an afternoon shift.

#### **25.04 Night Shift**

Night shift is defined as any shift that commences between the hours of 19:00 and 04:00. Employees working the night shift shall receive an additional **forty (40¢) cents** per hour for each hour worked on a night shift.

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### **25.05 Defibrillator Premium**

Where an employee uses the automatic external defibrillator (AED) during the course of his duties to attempt to resuscitate a person, that employee shall receive a premium of five dollars (\$5.00) per hour for all hours on the shift during on which the AED is used for resuscitation.

## **ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 New Classifications**

The rates of pay for any new classification created by the Employer shall be jointly negotiated by both parties. Where agreement cannot be reached the matter shall be referred to Arbitration.

## **ARTICLE 27 EMPLOYEE BENEFIT PLANS**

**27.01** The Employer will continue its practice of paying one hundred (100%) percent of MSP premiums. In lieu of other benefits each regular employee **who works an average of thirty (30) or more hours per week shall receive a lump sum payment of sixty-five dollars (\$65.00)** per month for each month in which work is actually performed. This benefit will commence after the probationary period.

**27.02** In lieu of benefits each on-call employee **who works an average of less than thirty (30) hours per week shall receive forty (40) cents** per hour for each straight-time hour actually worked. This benefit will commence after the probationary period.

**27.03** An employee who is laid off will have their MSP benefit coverage continued for three months from the date of layoff provided that the employee pays the full cost of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier.

## **ARTICLE 28 STRIKES AND LOCKOUTS**

### **28.01 Strikes and Lockouts**

During the term of this Agreement, the Employer shall not cause or direct any lockout of employees and neither the Union, nor any representative of the Union, shall in any way authorize, encourage or participate in any strike, stoppage of work, slowdown or restriction of operations.

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## ARTICLE 29 GENERAL

### 29.01 Plural or Feminine Terms may Apply

Whenever the singular, masculine or feminine is used in this Collective Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

### 29.02 Article Headings

The marginal section and article heading shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

## ARTICLE 30 JOB SECURITY

### 30.01 No Loss of Service Due to Contracting Out

No employee will lose his job or suffer a reduction in his hours of work as a result of contracting out bargaining unit work to another employer unless such contracting out is approved by resolution, pursuant to the provisions of the *Strata Property Act*, by seventy-five (75%) percent of owners present in person or by proxy at a **Special or an Annual** General meeting of The Owners, Strata Plan 1601.

## ARTICLE 31 CLOTHING

### 31.01 Supply of Uniforms

The Employer shall provide each employee with the following:

- Four (4) shirts each contract year (choice of long or short sleeve)
- Two (2) pairs of pants each contract year (choice of long or short pants)
- One (1) winter coat every five years
- Two (2) ties each contract year
- One (1) summer jacket every three years

On-Call Employees:

- Four (4) shirts (choice of long or short sleeve) in the first year of employment and two (2) shirts (long or short sleeve) each subsequent year of employment
- Two (2) pairs of pants (choice of long or short) in the first year of employment and one (1) pair in each subsequent year of employment

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- One (1) winter coat every five years
  - One (1) tie each year of employment
  - One (1) summer jacket every three years

### **31.02 Replacement of Uniforms**

Replacement of lost or damaged uniform articles shall be at the discretion of the Employer.

### **31.03 Uniforms Upon Termination**

Upon termination of employment all shoulder flashes in the employee's possession, uniforms issued within the past calendar year and all winter and summer jackets will be returned to the Employer.

## **ARTICLE 32 DEFIBRILLATOR TRAINING**

### **32.01 Definitions**

#### **a) Certified**

Having successfully completed the Citizen Automatic External Defibrillator (AED) Training Course from the Justice Institute of British Columbia or other institution recognized by the parties.

#### **b) Recertification**

Having been successfully re-tested by a Medical Director who is a licensed physician and recognized and qualified by the Justice Institute or other institution recognized by the parties to provide re-testing.

#### **c) Self Practice Session**

A session scheduled by an individual employee on their regular shift with or without a partner to practice a scenario provided for the purpose of retaining familiarization with AED procedure.

#### **d) Opportunity to Recertify**

A session scheduled by the Employer in which the Medical Director re-tests the employee within thirty (30) days of the employee failing recertification.

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e) **Practice Session**

A session requested by an employee or as required because an employee has failed to recertify, with the assistance of another qualified and knowledgeable employee during regularly scheduled hours.

f) **Day**

A calendar day

**32.02 Condition of Employment**

The Employer requires all employees covered by the collective agreement as a condition of employment, to be certified before the completion of the probation period at the Employer's expense.

**32.03 Recertification**

The Employer requires all employees to be recertified every three (3) months at the Employer's expense.

**32.04 Work Opportunity**

An employee who fails recertification or an uncertified employee shall not work alone except where no certified employee is available to work. During the thirty (30) day period following a failure to recertify, the Employer, in order to ensure the employee does not work alone, shall attempt to reschedule employees with the least disruption possible. Employees shall make all reasonable efforts to cooperate with such rescheduling. As a last resort, the Employer will bring in a certified on-call employee to work with the non-certified employee at additional cost to the Employer.

**32.05 Self Practice Session**

It is the responsibility of each employee to participate in at least one self practice session every two weeks.

**32.06 Scheduling of Recertification**

It is the responsibility of the Employer to schedule recertification sessions with the Medical Director every three (3) months and to schedule a certification session for probationary employees, both at the Employer's expense.

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### **32.07 Additional Opportunities to Recertify**

If an employee fails to recertify, it is the responsibility of the Employer to arrange two more opportunities to recertify within thirty (30) days of the employee's failure. The first opportunity shall be within fourteen (14) days and the second not more than seven (7) days after the first. If an employee is absent on an approved leave of absence, illness certified by a physician, family emergency or scheduled vacation, the Employer will make every effort to reschedule the opportunity. If the Employer is unable to reschedule the recertification, then the employee will continue to be scheduled to work until such time as the two opportunities are made available.

### **32.08 Failure to Certify**

If an employee fails to regain certification after two (2) opportunities are provided pursuant to 32.07 above, the employee shall not be scheduled for further shifts and shall not be paid, until the employee regains certification at his/her own expense.

### **32.09 Notification of Failure**

The Employer shall notify the Union as soon as feasible after an employee fails the first opportunity to recertify. The Union commits to cooperate in recertification attempts.

### **32.10 Recertification on Day Off**

If an employee completes a night shift on a calendar day during which his day off commences, and that employee is called in to attend AED training later on that calendar day, the call-in will be considered to have occurred on his day off, even though twenty four (24) hours may not have elapsed since the commencement of his previous shift.

## **ARTICLE 33 TERM OF AGREEMENT**

### **33.01 Term**

**The Agreement shall be effective April 1, 2004 up to and including March 31, 2007 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party within the four (4) month period immediately preceding the termination date.**

On the signing of this Agreement, each employee in the bargaining unit on staff on July 1, 2004 shall receive a signing bonus of one hundred (\$100) dollars in a separate direct deposit. For the period July 1, 2004 to June 30, 2005 all wage rates will be increased by one point five (1.5%) percent on July 1 2004; for the period July 1, 2005 to June 30, 2006, all wage rates will be increased by two point five (2.5%) percent on July 1, 2005; for the period July 1, 2006 to June 30, 2007, all wage rates will be increased by two point five (2.5%) percent on July 1, 2006.

**33.02 Exclusions**

The parties agree to exclude the operation of Sections 50(2) and (3), and Section 62 of the *Labour Relations Code*.

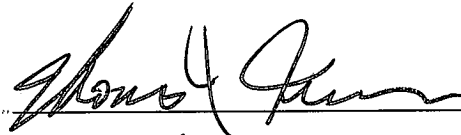

IN WITNESS WHEREOF the parties hereto by their authorised representatives, have affixed their signatures at Beacon Ridge, BC, this 1<sup>st</sup> day of MARCH, 2005.

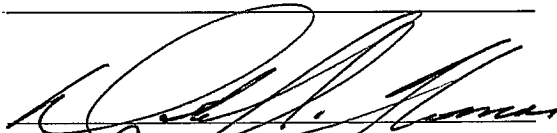
**SIGNED ON BEHALF OF:**

**EMPLOYER:**  
THE OWNERS, STRATA PLAN 1601

**UNION:**  
CANADIAN UNION OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
Strata Manager

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
President, Strata Plan 1601

RL/lh  
cope 491  
January 28, 2005

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**Appendix "A"**

**Classifications and Hourly Wage Rates**

<u>Classification</u>	<u>July 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Security Guard	\$13.20	\$13.53	\$13.86

Probationary employees will receive eighty-five (85%) percent of the classification rate until they complete the probationary period or AED training, which ever occurs later.

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**LETTER OF UNDERSTANDING**

**Between:**

The Owners, Strata Plan 1601 (Arbutus Ridge Security)

**And:**

The Canadian Union Of Public Employees (Local 358)

**Re: 10 Hour Shifts**

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The parties agreed during negotiations that they would continue the implementation of ten (10) hour shift schedules.

In order to facilitate the implementation of such shifts, the following Articles of the Collective Agreement will be amended to read as follows during the time that such ten (10) hour shifts remain in effect:

**ARTICLE 20 HOURS OF WORK**

**20.01 Definition of Work Week and Work Day**

For the purpose of this Article a work week is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a work day that commenced on Saturday will be deemed to have been worked in the work week in which the work day commenced. A work day is defined as the twenty-four (24) hour period commencing at the start of an employee's first scheduled shift on a calendar day.

**20.02 Regular Hours of Work**

The regular hours of work for employees shall be up to ten (10) hours per work day, exclusive of a thirty (30) minute unpaid lunch break, and up to an average of forty (40) hours per work week over a maximum eight (8) week rotation. Where an employee is on duty alone on a shift where there is no other employee working, that employee shall be paid for the thirty (30) minute lunch break at applicable overtime rates. An employee on an unpaid meal break, who chooses to carry a radio and responds to a call during such meal break, shall be paid for the thirty (30) minute lunch break at applicable overtime rates.

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### **20.03 Reporting Pay**

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Employer gives at least one (1) hour notice cancelling said call.
- (b) In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reason completely beyond the control of the Employer, when two (2) hours must be paid.

## **ARTICLE 21 OVERTIME**

### **21.01 Eligibility for Overtime**

Over-time rates will only be paid in those cases where an employee is required by the Employer to work in excess of ten (10) hours in a work day or an average of forty (40) hours in a work week over a maximum eight (8) week rotation. Overtime hours worked in a work day shall not be counted in determining weekly overtime.

### **21.02 Overtime Rates**

Where an employee is eligible for overtime payment for working in excess of ten (10) hours in a work day, that employee shall be paid at one-and-one-half (1½) times his basic straight-time hourly rate for the first **two (2)** hours of eligible overtime worked in work day and two (2) times his basic straight-time hourly rate for any hours of eligible daily overtime worked in excess of three (3) in a work day. An employee who is eligible for overtime payment for working in excess of an average of forty (40) hours in a work week shall be paid at one-and-one-half (1½) times his basic straight-time hourly rate for the first eight (8) hours of eligible overtime worked in a work week and two (2) times his basic straight-time hourly rate for any hours of eligible weekly overtime worked in excess of eight (8) in a work week.

### **21.03 Call-back Pay Guarantee**

An employee who is called back to work outside his regular working hours, on a day where he has already performed work, shall be guaranteed a minimum of two (2) hours work at the applicable rate of pay.

**21.04 No Layoff to Compensate for Overtime**

An employee shall not be required to layoff during regular hours to equalize any overtime work. However, the Employer shall have the right to take all necessary steps in order to minimize the amount of overtime worked.

**21.05 Payment For or Supply of Meals**

An employee required to work more than two (2) hours overtime before or after his regular shift, shall be provided with a meal or an amount equal to one-half (1/2) hour of pay based on the labour rate of pay as outlined in this Agreement, and the same shall be provided for each additional four (4) hours of overtime worked on that day.

**21.06 Sharing of Overtime**

Except for overtime worked immediately prior to or after a regular shift, overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.

The ten (10) hour shift schedule may be discontinued by either party with thirty (30) days written notice, in which case the above mentioned provisions of the Collective Agreement will revert to the original provisions as contained in the Agreement.

Signed this 1<sup>st</sup> day of MARCH, 2005.

THE OWNERS, STRATA PLAN 1601

*C. Bennett*  
Strata Manager

*Paul Thomas*  
President, Strata Plan 1601

CANADIAN UNION OF PUBLIC EMPLOYEES

*Sharon Fung*  
in Robert