

**COLLECTIVE AGREEMENT**

**between the**

**AMICA AT SOMERSET HOUSE  
(Amica Mature Lifestyles Inc.)**

**and the**

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

**Effective from April 1, 2005 to October 1, 2009**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PURPOSE OF AGREEMENT .....</b>	<b>1</b>
1.1 Purpose of Agreement .....	1
1.2 Future Legislation .....	1
1.3 Conflict with Regulations .....	1
1.4 Use of Feminine and Singular Terms.....	1
1.5 Sexual Harassment.....	1
1.6 Personal Harassment.....	2
<b>ARTICLE 2 - RECOGNITION OF THE UNION.....</b>	<b>2</b>
2.1 Bargaining Agent or Recognition .....	2
2.2 No Other Agreement .....	3
2.3 Representation.....	3
2.4 Correspondence .....	3
2.5 Union Representatives .....	3
2.6 No Discrimination .....	3
2.7 Recognition of Rights of Stewards.....	3
2.8 Bulletin Boards .....	4
2.9 Badges, Insignia and Union Shop Cards.....	4
2.10 Membership Information.....	4
2.11 Right to Refuse to Cross Picket Lines.....	4
2.12 Unpaid Leave - Union Business.....	5
<b>ARTICLE 3 - UNION SECURITY .....</b>	<b>5</b>
3.1 Union Membership .....	5
3.2 Employees Prior to Certification .....	5
3.3 Excluded Personnel .....	5
<b>ARTICLE 4 - CHECK OFF OF UNION DUES .....</b>	<b>5</b>
<b>ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES.....</b>	<b>6</b>
<b>ARTICLE 6 - EMPLOYER'S RIGHTS.....</b>	<b>6</b>
<b>ARTICLE 7 - EMPLOYER/UNION RIGHTS.....</b>	<b>7</b>
7.1 Licensed Premises .....	7
7.2 Service.....	7
7.3 Employer Liability for Damage .....	7
7.4 Lock-Up for Personal Effects.....	7
7.5 Employee Attendance at Staff Meetings.....	7
7.6 Labour/Management Committee.....	8
<b>ARTICLE 8 - GRIEVANCES.....</b>	<b>8</b>
8.1 Grievance Procedure.....	8
8.2 Step 1.....	8
8.3 Time Limits to Present Initial Grievance .....	9
8.4 Step 2.....	9
8.5 Time Limit to Reply at Step 2 .....	9
8.6 Step 3.....	9
8.7 Time Limit to Reply at Step 3 .....	9
8.8 Time Limit to Submit to Arbitration.....	9
8.9 Administrative Provisions .....	10
8.10 Time Limits.....	10
8.11 Deviation from Grievance Procedure.....	10
8.12 Policy Grievances .....	10

8.13	Dismissal or Suspension.....	10
8.14	Technical Objections to Grievances.....	10
8.15	Investigator.....	11
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>11</b>
9.1	Notification .....	11
9.2	Appointment of the Arbitrator.....	11
9.3	Failure to Appoint.....	11
9.4	Decision of Arbitrator.....	11
9.5	Disagreement on Decision.....	11
9.6	Expenses of Arbitration .....	12
9.7	Amending Time Limits .....	12
9.8	Expedited Mediation/Arbitration Process* .....	12
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>12</b>
10.1	Procedure .....	12
10.2	Notice of Dismissal or Suspension.....	12
10.3	Right to Grieve Disciplinary Action .....	13
10.4	Evaluation Reports.....	13
10.5	Personnel File.....	13
10.6	Right to Have Steward Present.....	13
10.7	Employment Abandoned .....	14
<b>ARTICLE 11 - SENIORITY .....</b>		<b>14</b>
11.1	Seniority Defined.....	14
11.2	Seniority Lists .....	14
11.3	Accrual and Loss of Seniority .....	14
11.4	Same Service Seniority Date.....	15
11.5	Bridging of Service.....	15
<b>ARTICLE 12 - VACANCY POSTING AND FILLING WORK ASSIGNMENTS .....</b>		<b>15</b>
12.1	Postings .....	15
12.2	Selection Criteria .....	15
12.3	Probationary Period .....	16
12.4	Qualifying Period.....	16
12.5	Applications from Employees .....	16
12.6	Right to Grieve.....	16
12.7	Work Assignments.....	16
12.8	Recruitment.....	17
<b>ARTICLE 13 - LAYOFF AND RECALL .....</b>		<b>17</b>
13.1	Definition of a Layoff.....	17
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>17</b>
14.1	Continuous Operation.....	17
14.2	Hours of Work .....	17
14.3	Scheduling Provisions .....	18
14.4	Rest and Meal Periods .....	18
14.5	Daylight Savings Changeover .....	18
<b>ARTICLE 15 - OVERTIME .....</b>		<b>19</b>
15.1	Definition of Overtime .....	19
15.2	Authorization and Application of Overtime .....	19
15.3	Right to Refuse Overtime.....	19
15.4	Overtime for Part-time Employees .....	19
15.5	Overtime Compensation .....	19

15.6	Call Back .....	20
15.7	Rest Interval .....	20
15.8	Shift Exchanges .....	20
15.9	Overtime Meal Allowance .....	20
<b>ARTICLE 16 - PAID HOLIDAYS .....</b>		<b>20</b>
16.1	Paid Holidays .....	20
16.2	Scheduling of Paid Holidays .....	20
16.3	Holiday Falling on a Scheduled Work Day .....	21
16.4	Holiday Coinciding With a Day of Vacation .....	21
16.5	Proration of Holiday Pay .....	21
16.6	Paid Holiday Pay .....	21
16.7	Christmas or New Year's Day Off.....	21
16.8	Lieu Days .....	21
<b>ARTICLE 17 - ANNUAL VACATIONS.....</b>		<b>21</b>
17.1	Entitlement .....	21
17.2	Vacation Earnings for Partial Year .....	22
17.3	Vacation Carryover.....	22
17.4	Call Back.....	22
17.5	Work in Higher Rated Position .....	22
17.6	Vacation Scheduling .....	22
17.7	Vacation Schedules.....	23
17.8	Vacation Pay .....	23
17.9	Approved Leave of Absence with Pay During Vacation .....	23
17.10	Vacation Credits Upon Death.....	23
<b>ARTICLE 18 - WORKERS' COMPENSATION .....</b>		<b>23</b>
18.1	Sick Leave/Workers' Compensation .....	23
18.2	Benefits While on Compensation.....	23
18.3	Employee to Contact Employer .....	23
<b>ARTICLE 19 - SPECIAL AND OTHER LEAVE .....</b>		<b>24</b>
19.1	Special Leave .....	24
19.2	Compassionate Leave.....	24
19.3	Unpaid Leave for Public Office .....	24
19.4	Unpaid Leave .....	25
19.5	Education Leave .....	25
19.6	Jury Duty and Leave for Court Appearances.....	25
19.7	Leave for Medical and Dental Care .....	26
19.8	Election Days .....	26
<b>ARTICLE 20 - MATERNITY, ADOPTION AND PARENTAL LEAVE.....</b>		<b>26</b>
20.1	Maternity and Adoption and Parental Leave .....	26
20.2	Benefits .....	27
20.3	Sick Leave During Pregnancy .....	27
20.4	Vacation .....	27
20.5	Return to Work .....	27
20.6	Extension of Maternity Leave .....	27
<b>ARTICLE 21 - SAFETY AND HEALTH .....</b>		<b>27</b>
21.1	Safety Committee .....	27
21.2	Committee Responsibilities.....	28
21.3	Transportation .....	28
21.4	Right to Refuse Unsafe Conditions .....	28
21.5	Lieu Time to Attend Meetings .....	28

21.6	Investigation of Accidents.....	28
21.7	Communicable Diseases.....	28
21.8	Protective Clothing and Supplies .....	28
<b>ARTICLE 22 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES .....</b>		<b>29</b>
<b>ARTICLE 23 - CONTRACTING OUT.....</b>		<b>29</b>
<b>ARTICLE 24 - HEALTH AND WELFARE PLANS .....</b>		<b>29</b>
24.1	Medical Plan .....	29
24.2	Dental Plan and Extended Health Care Plan.....	29
24.3	Group Life Insurance.....	30
24.4	Sick Leave.....	30
24.5	Long Term Disability Insurance Plan .....	30
24.6	Commencement of Coverage .....	30
24.7	Employee to Inform Employer.....	31
24.8	Change of Plan Carriers.....	31
<b>ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES.....</b>		<b>31</b>
<b>ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>31</b>
26.1	Paydays .....	31
26.2	Relieving in Higher Rated Positions .....	32
26.3	Pay on Temporary Assignment.....	32
26.4	Mileage.....	32
<b>ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS .....</b>		<b>32</b>
27.1	New Job Descriptions.....	32
27.2	New Classifications/Duties .....	32
<b>ARTICLE 28 - SEVERANCE.....</b>		<b>33</b>
<b>ARTICLE 29 - GENERAL CONDITIONS .....</b>		<b>33</b>
29.1	Indemnity .....	33
29.2	Copies of Agreement.....	33
29.3	Personal Property Damage .....	33
<b>ARTICLE 30 - TERM OF AGREEMENT .....</b>		<b>33</b>
30.1	Duration .....	33
30.2	Notice to Bargain .....	33
30.3	Change in Agreement .....	34
30.4	Agreement to Continue in Force .....	34
30.5	Effective Date of Agreement.....	34
<b>APPENDIX 1 - Group Life Insurance .....</b>		<b>36</b>
<b>APPENDIX 2 - Short Term Illness and Injury Plan .....</b>		<b>37</b>
<b>APPENDIX 3 - Long Term Disability Plan.....</b>		<b>40</b>
<b>APPENDIX 4 - Casual Employees.....</b>		<b>44</b>
<b>APPENDIX 5 - Procedure for Calling Casual Employees for Work .....</b>		<b>45</b>
<b>APPENDIX 6 - Excluded Personnel.....</b>		<b>47</b>
<b>APPENDIX 7 - Hourly Wage Rates .....</b>		<b>48</b>
<b>APPENDIX 8 - In-House Respite Care Assignments.....</b>		<b>49</b>
<b>APPENDIX 9 - Activity Coordinator Hours of Work .....</b>		<b>50</b>

**MEMORANDUM OF UNDERSTANDING #1..... 51**  
**MEMORANDUM OF UNDERSTANDING #2..... 52**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

**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 Somerset House 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 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.

**1.4 Use of Feminine and Singular Terms**

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

**1.5 Sexual 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.

## 1.6 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 - RECOGNITION OF THE UNION

### 2.1 Bargaining Agent or Recognition

- (a) The Employer recognizes the B.C. Government Employees' Union as the exclusive Bargaining Agent for all employees to whom the certification issued by the Labour Relations Board applies.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except those employees employed in positions listed in Appendix 5.

## 2.2 No Other Agreement

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

## 2.3 Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective Party. To facilitate this, the Union shall supply the Employer with the names of its Officers, and similarly, the Employer shall supply the Union with the names of the Administrator or designate 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 Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.
- (b) The Employer agrees that a copy of any correspondence sent by the Employer to an employee in the bargaining unit covered by this Agreement pertaining to the interpretation of any clause in this Agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee.

## 2.5 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a BCGEU Staff Representative, or authorized alternate, when dealing with or negotiating with the Employer, or in the absence of a shop steward when investigating and assisting in the settlement of a grievance.
- (b) The Union Representative shall provide reasonable notice to the Administrator or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

## 2.6 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*.

## 2.7 Recognition of Rights of Stewards

The Employer recognizes the Union's right to select three (3) stewards to represent employees. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and the Bargaining Committee Chairperson. A steward shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

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

- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees; and
- (e) attending meetings called by Management.

A shop steward entering another work area on Union business must first notify the immediate supervisor of that area.

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.

## **2.8 Bulletin Boards**

The Employer shall provide one (1) bulletin board for the exclusive use of the Union, the sites to be determined by mutual agreement at the local level. The use of such bulletin board shall be restricted to the business affairs of the Union.

## **2.9 Badges, Insignia and Union Shop Cards**

- (a) A Union member shall have the right to wear a Union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer Union Shop Cards for the Employer's places of operation, to be displayed on the premises at a mutually agreed location. Such cards will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU."

## **2.10 Membership Information**

- (a) 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 and addresses known to the Employer.
- (b) The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining.
- (c) This Article does not oblige the Employer to provide to the Union, confidential information regarding its business plans, finances or corporate structure.
- (d) 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.

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

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a 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.

### **2.12 Unpaid Leave - Union Business**

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

- (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 Industrial Relations Council of B.C., 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.

## **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 Employees Prior to Certification**

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 general 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 regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(b) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names with payroll/employee number, of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

The above noted lists may be supplied to the Union on computer tape/disc or by modem, provided that the Union's computer system is compatible with the Employer's computer system. Where the information is not supplied through the foregoing method, the Employer may supply the requested information on hard copy.

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in Union dues, assessments, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(d) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the Parties to this Agreement.

(e) At the same time that Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1<sup>st</sup> of the succeeding year.

**ARTICLE 5 - EMPLOYER AND UNION SHALL 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 new employee's immediate supervisor will introduce him/her to the steward designated to meet new employees, and the designated steward will provide the employee with a copy of the Collective Agreement. The Employer agrees that the designated Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

(a) The Union agrees that the management, operation, and the direction of the work force, including, but not limited to, hiring, firing, promotion, demotion, classification, re-classification, evaluation and scheduling of employees, is vested solely with the Employer unless the Agreement otherwise specifies. All rights and functions of the Employer shall be retained unless modified by the Collective Agreement.

- (b) The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency, except as this Agreement otherwise specifies.
- (c) The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct shall not be in breach of this Agreement.

## **ARTICLE 7 - EMPLOYER/UNION RIGHTS**

### **7.1 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.

### **7.2 Service**

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

### **7.3 Employer Liability for Damage**

Upon presentation of a written "*bona fide*" claim by an employee within thirty (30) days of the occurrence, the Employer shall compensate the employee for the replacement cost of, or repair of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules, policy and/or Liquor Control Board Regulations. The Employer will be reimbursed by the employee under this section if compensation is provided by WCB, private insurance or otherwise. Employees who have the applicable insurance coverage, are required to make application for same within seven (7) days of loss or damage of said items.

The Employer will only be responsible for providing replacement or repair of items of similar make or quality or type.

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

The Employer will not enter an assigned locker without the presence of the employee and the Shop Steward. Within seven (7) days of termination, if an employee has not already cleared the locker, that employee may assign in writing a co-worker to clear the locker. At the expiration of seven (7) days, if the locker has not been cleared the Employer may enter the locker in the presence of the Shop Steward.

### **7.5 Employee Attendance at Staff Meetings**

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

(b) Employees shall be entitled to claim overtime pay for such attendance as (a) above where time spent in the meeting results in the employees working more than their regularly scheduled shift or more hours than their regularly scheduled work week.

**7.6 Labour/Management Committee**

(a) There shall be established a Labour Management Committee composed of two (2) Union representatives and two (2) Employer representatives. This Committee may call upon additional personnel for technical information or advice provided that there is no cost incurred for such advice or information.

(b) The Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(c) An Employer representative and Union representative shall alternate presiding over meetings.

(d) This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or the Employer and shall not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their decisions.

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

(1) Reviewing matters other than grievances relating to the maintenance of good relations between Parties;

Correcting conditions causing potential grievances and misunderstanding.

**ARTICLE 8 - GRIEVANCES**

**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. 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. When the aggrieved employee is a steward, he/she shall not where possible act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union staff representative.

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

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, must do so 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 designated supervisor through the Union steward.
- (b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### **8.5 Time Limit to Reply at Step 2**

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) calendar days of receiving the grievance at Step 2.

### **8.6 Step 3**

The President of the Union or his/her designate, may present a grievance at Step 3 within:

- (a) fourteen (14) calendar days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) fourteen (14) calendar days after the Employer's reply was due.

### **8.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within fourteen (14) calendar days of receipt of the grievance at Step 3.

### **8.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3 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.

## **8.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail, by facsimile, or by any other delivery for which a receipt is given.
- (b) Grievances and notifications shall be deemed to be presented on the day on which they are registered or sent by facsimile. Replies shall be deemed received on the date they were delivered or sent by facsimile to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.
- (d) In the case of facsimile, the sender agrees to confirm receipt of said document with a follow-up telephone call and to send original in by regular mail.

## **8.10 Time Limits**

If the President of the Union or his/her designate, an employee, or an Employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither Party will be deemed to have prejudiced its position on any future grievance.

## **8.11 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

## **8.12 Policy Grievances**

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 General Manager, his/her designate or the Union within thirty (30) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

## **8.13 Dismissal or Suspension**

- (a) In the case of a dispute arising from an employee's dismissal the grievance may be filed directly at arbitration within twenty-one (21) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension the grievance may commence at Step 3 of the grievance procedure within twenty-one (21) calendar days of the employee receiving notice of suspension.

## **8.14 Technical Objections to Grievances**

It is the intent of both Parties of this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.15 Investigator**

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, an investigator agreed to by the Parties shall, at the mutual request of the Parties:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date time does not run in respect of the grievance procedure.

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within twenty-one (21) calendar days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **9.2 Appointment of the Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, the Parties agree to refer the matter to a single arbitrator within fourteen (14) calendar days.

### **9.3 Failure to Appoint**

If the recipient of the notice fails to agree on the arbitrator within fourteen (14) calendar days, the appointment shall be made by the Ministry of Labour, at the request of either Party.

The Arbitrator may determine his/her own procedure in accordance with the *Labour Code* and shall give full opportunity to all Parties to present evidence and make every effort to render a decision within thirty (30) days of his/her first meeting.

### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the Parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### **9.5 Disagreement on Decision**

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the Arbitrator to clarify his/her decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

## **9.6 Expenses of Arbitration**

Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

## **9.7 Amending Time Limits**

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

## **9.8 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 Amica at Somerset House 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 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee which may result in his/her suspension or discharge the procedure outlined herein shall be followed.

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

The Employer may dismiss or suspend for just cause any employee who has completed her/his probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons

for dismissal or suspension and an employee shall have the right to have a steward present providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.

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

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

### **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 (1) 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) calendar 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**

An employee, or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, exclusive of employee references. The employee shall be entitled to review her personnel file, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The employer will provide copies of file entries exclusive of employee references as requested. The employee or the President, as the case may be, shall give the Employer five (5) working days' notice prior to having access to such information.

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

- (a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee 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.

(b) Notwithstanding (a) above, if a supervisor intends to interview an employee during the presentation of an adverse employee performance appraisal, the right to have a shop steward present does not apply. However, the discussions at that interview are on a "*without prejudice*" basis.

(c) A steward shall have the right to consult with a staff representative of the Union or another shop steward, and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.7 Employment Abandoned**

Any employee who fails to report for work for three (3) days and does not notify his/her supervisor, and who cannot give an acceptable reason for his/her absence, or for the failure to notify his/her supervisor, shall be considered as having abandoned his/her position.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate, based on straight-time hours paid since the most recent date of employment with the Employer, including service with the Employer prior to certification or recognition with the Union.

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

### **11.2 Seniority Lists**

Seniority lists for all employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, job classification, date of hire and straight-time hours paid up to the end of the previous month's final pay period. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate and to the Bargaining Unit Chairperson or his/her designate. Such lists shall be open for correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

### **11.3 Accrual and Loss of Seniority**

(a) Seniority shall accrue on the basis of straight-time hours paid. When determining what hours are counted as paid hours, the following shall apply:

- (1) any time off paid for by the Employer;
- (2) maternity and adoption leave as per Article 20;
- (3) time off as the result of any injury or illness, which may be paid by STIIP or WCB shall be counted as time worked;
- (4) time off as per Article 19 (e.g. unpaid leave, Union business to a maximum of 30 calendar days per calendar year).

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

- (1) he/she is discharged for just cause;
- (2) he/she voluntarily terminates his/her employment;

- (3) he/she is on layoff for more than one (1) year;
- (4) he/she abandons his/her position in accordance with Clause 10.7;
- (5) he/she is on layoff and fails to report when recalled for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer.

#### **11.4 Same Service Seniority Date**

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the Parties.

#### **11.5 Bridging of Service**

- (a) A full-time employee shall, upon application but subject to operational requirements, be granted up to one-year leave of absence, in order for the employee to raise a dependent child or children. A dependent child is defined as age fifteen (15) or under, or a child who is incapable of supporting him/herself because of physical or mental disorder without age limit if the disorder begins before he/she turns twenty-one (21) or while he/she is a student under twenty-five (25), and the disorder has been continuous since that time.
- (b) Upon return, the employee shall be placed in his/her former position or in a position of equal classification as seniority and operational requirements permit.
- (c) An employee shall retain but not accumulate seniority during the period of such leave.
- (d) The employee must give one (1) month notice of application.
- (e) The employee must not be employed by another employer during the period of leave.

### **ARTICLE 12 - VACANCY POSTING AND FILLING WORK ASSIGNMENTS**

#### **12.1 Postings**

- (a) A posting shall be required for full-time and temporary full-time vacancies or new positions which are either indefinite or in excess of three (3) calendar months.  
  
A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (b) The Employer agrees to post such vacancies or new jobs on the staff room bulletin board for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.
- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, probable hours of work, wage rate or range.
- (d) If a vacancy is posted and filled, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (e) An employee temporarily placed in accordance with this Article shall return to his/her former position when the assignment terminates.

#### **12.2 Selection Criteria**

Selection of an applicant for a position posted pursuant to Clause 12.1 will be in accordance with the following procedures:

- (a) If one or more applicant(s) has the same classification as the position posted, then the most senior such applicant will be selected.
- (b) If there are no applicants meeting the criteria of (a) above, then the following procedure will apply:
  - (1) the selection standards as established for each position or class of positions shall be used to assess the merit of candidates as to education, knowledge, experience, skills or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class;
  - (2) Where two (2) or more applicants have qualifications, ability and experience which are equal, the applicant with the greater seniority shall be awarded the position. Internal applicants shall be given every consideration in respect to the filling of the position.
- (c) The successful applicant for a full-time or new position must have completed, or be given the opportunity to complete the qualifying period of four hundred fifty (450) hours prior to being confirmed in the position.

### **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of four hundred and fifty (450) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed. The probation period for part-time employees shall not exceed six (6) calendar months.

### **12.4 Qualifying Period**

When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a period of three hundred and fifty (350) hours of work. In the event the successful applicant proves unsatisfactory in the position during the qualifying period or if the employee is unable to perform the duties of the new job classification, or if the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority. The qualifying period for part-time employees shall not exceed six (6) calendar months. For a casual employee filling a regular position see Appendix 5.

### **12.5 Applications from Employees**

Applications from qualified employees shall be considered prior to applications from non-employees.

### **12.6 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

### **12.7 Work Assignments**

- (a) All work of a less than three (3) month duration shall be filled in order of seniority by the most senior employee that is available, willing, and capable of performing the work. This procedure will apply for assigning work to the following job categories: housekeepers, servers, maintenance person, concierge, front desk clerks, and night auditor. The job categories outlined in the foregoing will be considered a separate seniority unit for this clause.

(b) Notwithstanding (a) above, the employer may provide on the job training opportunities in the above job categories. Selection for training opportunities will be by service seniority for those employees not working full-time. Once an employee is trained in a specific job category(s) work will be assigned in accordance with (a) above.

(c) All work of a less than three (3) month duration in the remaining job categories will be assigned as operational requirements permit, taking into consideration qualifications, seniority, and on the job training requirements.

## **12.8 Recruitment**

If the Employer is unable to fill all job vacancies and work assignments in accordance with the procedures outlined in the Collective Agreement, external recruitment may be utilized.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Definition of a Layoff**

(a) Layoff shall be deemed to be a cessation of employment or a reduction in hours of work where such reduction eliminates an employee's coverage under health benefits.

(b) Where the Employer intends to reduce regular part-time hours, the matter will be discussed with the Labour/Management Committee prior to the implementation of the reduction. Such reductions shall be done in reverse order of seniority, consistent with the requirements of Article 13.

(c) Employees shall be laid off by job category in reverse order of seniority within the bargaining unit.

(d) 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.

Bumping rights must be exercised within five (5) working days of notification of layoff by providing written notice to the General Manager.

(e) Employees on layoff shall be recalled in order of seniority subject to being available, willing, and qualified of performing the work.

(f) In the event of a permanent layoff, four (4) weeks notice will be given to an employee with less than three (3) years seniority and six (6) weeks notice will be given to an employee with more than three (3) years seniority.

(g) 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.

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

### **14.1 Continuous Operation**

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

### **14.2 Hours of Work**

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

### 14.3 Scheduling Provisions

- (a) The Employer shall arrange all regular shift schedules and post them at least fourteen (14) days in advance of the effective date.
- (b) In the event an employee's shift schedule is changed without forty-eight (48) hours advance notice, the employee will receive overtime rates for the first shift of the changed schedule. The foregoing does not apply in the event of an employee exercising their rights under this Agreement, except for vacation and statutory holiday entitlement.
- (c) Except as provided in (d) below, an employee shall not be required to work for more than five (5) consecutive shifts without receiving two (2) consecutive days off.
- (d) Notwithstanding (c) above, an employee, on request, may be scheduled to work up to six (6) consecutive days to pick up additional hours to the maximum hours listed in Article 14.3.
- (e) Employees may exchange shifts with the approval of the Employer, provided there is no increase in cost to the Employer.
- (f) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.
- (g) All employees acknowledge their obligation to report to work on time. If for any reason, the employee cannot report to work on time, that employee shall advise the supervisor or designated person in charge at least one hour if possible before the commencement of a shift of his/her inability to report to work and the probable time and/or date of his/her return to work.

### 14.4 Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any shift that is six (6) hours or longer. Employees working less than six (6) hours, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) Employees on shift who are required to be on call during their lunch period shall receive their lunch period at straight time rates. This time will not be considered for the purpose of Article 15 - Overtime.
- (d) 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:

\$1.50	breakfast
\$3.00	lunch
\$3.00	dinner

Dining Room staff may purchase the food at the rate of \$1.50 for lunch and dinner. Breakfast will be at no cost to the dining room staff.

### 14.5 Daylight Savings Changeover

On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Pacific Standard Time, regular hours of work shall be extended to include the resultant additional hour

with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

## ARTICLE 15 - OVERTIME

### 15.1 Definition of Overtime

- (a) *"Overtime"* means work performed by an employee in excess of the hours outlined in Article 14.
- (b) *"Straight time rate"* means the hourly rate of remuneration.
- (c) *"Time and one-half"* means one and one-half times (1½x) the straight time rate.
- (d) *"Double time"* means twice (2x) the straight time rate.
- (e) *"Double time and one half"* means two and one half times (2½x) the straight time rate.

### 15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager or his/her designate.

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

### 15.4 Overtime for Part-time Employees

An employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

An employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.

### 15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½x) for the first three (3) hours of overtime on a regularly scheduled work day;
- (b) double time (2x) in excess of (a);
- (c) time and one-half (1½x) for all hours worked on a day of rest, but employees shall not have the day off rescheduled;
- (d) overtime shall be compensated either in cash or time off or a combination of both at the employee's choice. This must be specified in writing to the General Manager by the employee by the end of the current pay period, and if not done so, will be compensated by cash. Time off shall be

scheduled at a mutually agreeable time. Accumulated overtime not taken shall be paid in cash at the fiscal year end;

- (e) overtime shall be offered by seniority to the most senior qualified employee.

### **15.6 Call Back**

Employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater. Call back must be approved by the General Manager or his/her designate.

### **15.7 Rest Interval**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

### **15.8 Shift Exchanges**

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.

### **15.9 Overtime Meal Allowance**

An employee who is required to work a minimum of two and one-half (2½) hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense.

## **ARTICLE 16 - PAID HOLIDAYS**

### **16.1 Paid Holidays**

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

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

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

- (b) An employee shall have the option of working Boxing Day and Easter Monday in exchange for two (2) paid days off to observe religious holidays other than those referenced in 16.1 (a) above. Employees exercising this option, shall not be entitled to Holiday Pay pursuant to Article 16.3 and shall provide written proof of membership in a bona fide recognized religion and shall provide a list of Holidays through the year for which leave will be requested. It is understood that this clause involves no increased cost to the Employer.

- (c) Full-time employees are entitled to a floater holiday with pay once per calendar year.

### **16.2 Scheduling of Paid Holidays**

The Employer and the employee shall mutually agree, subject to operational requirements, to schedule the day which corresponds to the employee's statutory holiday entitlement.

**16.3 Holiday Falling on a Scheduled Work Day**

An employee who works on any of the above-noted holidays shall be compensated as follows at the employee's option:

- (a) one and one-half times (1½x) the straight time rate, plus a day off in lieu; or
- (b) two and one-half times (2½x) the straight time rate, with no day off in lieu.

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

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

**16.5 Proration of Holiday Pay**

Holiday pay for part-time employees shall be prorated on the basis of the employee's paid hours, exclusive of overtime for the days worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.

**16.6 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding the designated holiday, in which case he/she shall receive the higher rate.

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

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Years Day off. The employee shall indicate his/her preference in writing by October 1 of each year.

An employee working Christmas or New Year's Day shall be paid double time (2x) and a day in lieu for time worked.

**16.8 Lieu Days**

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

An employee may by mutual agreement about lieu days to scheduled vacation. Such request shall not be unreasonably withheld.

**ARTICLE 17 - ANNUAL VACATIONS**

**17.1 Entitlement**

- (a) Employees shall be credited for and granted vacations earned in respect of continuous service as follows:

1st year.....	ten (10) days, four percent (4%)
2-4 years.....	fifteen (15) days, six percent (6%)
5+ years.....	twenty (20) days, eight percent (8%)

(b) Effective date of ratification by the Union, employees with five (5) or more years of service will be entitled to one (1) additional vacation day per year, to a maximum of twenty-five (25) days, ten percent (10%).

### **17.2 Vacation Earnings for Partial Year**

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

(b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

### **17.3 Vacation Carryover**

An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed five (5) days at any time.

### **17.4 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.

### **17.5 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.

### **17.6 Vacation Scheduling**

(a) Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority within a department. The departments are as follows:

- (1) Housekeeping;
- (2) Maintenance;
- (3) Cooks;
- (4) Servers; and
- (5) Administration.

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

(c) An employee shall be entitled to receive his/her vacation to a maximum of four (4) consecutive weeks in an unbroken period. During the prime time period of May 1 to September 30, the unbroken period shall not exceed four (4) weeks. No employee shall be entitled to more than four (4) vacation periods per vacation year unless mutually agreed.

**17.7 Vacation Schedules**

(a) Employees shall submit their vacation requests to their department head on or before March 1<sup>st</sup> for the period between May 1<sup>st</sup> to April 30<sup>th</sup>.

The approved vacation schedule shall be posted by April 1.

(b) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation schedules, once posted, shall not be changed except with the mutual agreement of the Employer and employee.

**17.8 Vacation Pay**

Upon receipt of thirty (30) days written notice the Employer shall pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken. This payment shall be on a separate cheque from the normal pay cheque.

**17.9 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 Clauses 19.2, 19.5 and 19.6 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the employer and provide necessary documentation within seven (7) days of returning to work.

**17.10 Vacation Credits Upon Death**

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

**ARTICLE 18 - WORKERS' COMPENSATION****18.1 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 short term disability leave. An employee is responsible for obtaining and completing all forms immediately following the injury.

**18.2 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 seniority and benefits as if they were employed to a maximum of seventeen (17) weeks.

**18.3 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 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.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Special Leave

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

- (a) attend formal hearing to become a Canadian Citizen - one (1) day;
- (b) paternity leave - two (2) days;
- (c) for sudden serious illness of a spouse or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two (2) days annually;
- (d) marriage of the employee - three (3) days;
- (e) serious household or domestic emergency - up to two (2) days;
- (f) moving household furniture and effects - one (1) day.

### 19.2 Compassionate Leave

Compassionate leave of absence with pay for up to five (5) consecutive work days will be granted by the Employer upon request by an employee in the event of the death of a spouse (including common-law spouse or same sex partner), son, **or** daughter. Leave of absence with pay for up to four (4) consecutive work days will be granted by the Employer upon request by an employee in the event of the death of their mother, father, sister, brother, mother-in-law, father-in-law, grandparents, step-parent, foster-child, step-child, or legal guardian.

In the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to compassionate leave for one (1) day.

In the event of the death of another relative or friend of the employee, one (1) day off without pay shall be granted for the purpose of attending the funeral.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations.

When compassionate leave of absence is granted, any concurrent paid leave credits used shall be restored. Every reasonable effort will be made to grant additional compassionate leave of absence without pay, if requested by the employee.

Compassionate leave must be taken at the time of death and/or burial and may not be saved nor banked in any way.

### 19.3 Unpaid Leave for Public Office

The Employer will grant leave of absence without pay, if required, to employees elected to a Municipal Council or School Board to attend meetings, or related committee meetings. Employees shall be granted unpaid leave of absence for up to thirty (30) days to enable them to run for elected public office.

#### 19.4 Unpaid Leave

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Taking into account operational requirements, the Employer's approval for such leave shall not be unreasonably denied.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (c) When an employee is away on unpaid leave of absence exceeding ten (10) consecutive working shifts in any year, the employee shall not accumulate benefits or seniority from the eleventh (11<sup>th</sup>) day of the unpaid leave to the last day of the unpaid leave; except as otherwise specified in this Agreement.

#### 19.5 Education Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. Employees who are required by the Employer to re-certify for courses shall be granted leave with pay. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.

The following courses will be provided to employees during their regularly scheduled shift(s) without loss of pay:

- Food Safe Course;
- CPR;
- WHMIS;
- Occupational First Aid;
- Serve It Right; or any other required or related courses.

If the course is provided outside of the employee's regularly scheduled shift, the employee will be credited with earned time off (ETO) with pay, for the time spent on the course. The ETO will be scheduled mutually by the employee and the designated supervisor.

Selection of employees for course attendance will be done by service seniority within the job category.

#### 19.6 Jury Duty and Leave for Court Appearances

Full-time employees who are subpoenaed to serve as jurors or witnesses, for the Crown, in any criminal proceeding provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

### **19.7 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted. Such absence shall be with pay up to two (2) hours for full-time employees. Part-time employees will be granted this leave without pay.

Proof of appointment in writing is required to qualify for the inability to schedule the said appointment for any other time outside working hours.

### **19.8 Election Days**

Any employee eligible to vote in a Federal, Provincial or Municipal election or referendum who does not have three (3) consecutive hours free from his/her 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 three (3) 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.

## **ARTICLE 20 - MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **20.1 Maternity and Adoption and Parental Leave**

- (a) A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.
- (b) The employee shall normally provide the Employer with twenty-one (21) days written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.
- (c) An employee who is pregnant, or who adopts a child, is entitled to seventeen (17) consecutive weeks of unpaid leave.
- (d) Where an employee intends to return to work sooner, or later, than the original completion date, the employee shall give the Employer at least four (4) weeks written notice in advance. Maternity or adoption leave may be extended by a period up to a maximum of six (6) weeks when approved in writing by a duly qualified medical practitioner.
- (e) The birth mother may take unpaid parental leave up to thirty-five (35) consecutive weeks beginning immediately after maternity leave expires, to a maximum combined period of fifty-two (52) weeks.

The birth father or adoptive parent may take unpaid parental leave up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and must conclude within that fifty-two (52) week period.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks.

- (f) 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.

## 20.2 Benefits

- (a) The Employer shall maintain coverage for medical benefits while an employee is on maternity/adoption leave, and shall pay one hundred percent (100%) of the cost of the premiums. The Employee shall be responsible for pre-paying their portion of the cost (if any) of any extended medical or dental benefits in which the employee participates in while on maternity, adoptive or parental leave.
- (b) Maternity/adoption leave for employees in their initial probationary period shall be in accordance with the *Employment Standards Act*.

## 20.3 Sick Leave During Pregnancy

Illness arising due to pregnancy during employment, and prior to commencing maternity leave of absence, may be applied to normal sick leave, upon request of an employee.

## 20.4 Vacation

Notwithstanding Article 20.1, 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 17.

## 20.5 Return to Work

- (a) The employee will give the Employer written notice of at least twenty-one (21) days prior to the expected date of return to work. An employee who returns to work after the expiration of the maternity, adoption or parental leave shall retain the seniority accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which the leave commenced if notice of return from leave is not made within one (1) month prior to the expiration of the leave, or if the employee does not return to work on the date specified in the notice of return to work.
- (c) On return from maternity/adoption leave an employee shall be placed in her former position or in a position of equal rank and pay.

## 20.6 Extension of Maternity Leave

Maternity leave as provided in Article 20.1 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 21 - SAFETY AND HEALTH

## 21.1 Safety Committee

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

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

The Union representatives shall be employees at the workplace.

## **21.2 Committee Responsibilities**

- (a) The Safety and Health Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. Minutes of all Safety and Health Committee Meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union designate.
- (b) This Committee shall hold regular meetings on a monthly basis unless otherwise agreed to by the Parties.
- (c) Employees in attendance at such meetings shall be paid as per the provisions outlined in Article 7.5.

## **21.3 Transportation**

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

## **21.4 Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board Inspector rules it safe. Employees exercising the right to refuse unsafe work shall utilize the procedures in Industrial Health and Safety Regulations 8.24, Work Restrictions.

## **21.5 Lieu Time to Attend Meetings**

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

## **21.6 Investigation of Accidents**

The Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.

## **21.7 Communicable Diseases**

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) The Employer will, upon becoming aware of a client with a communicable disease, immediately inform Public Health and will follow all directions from Public Health including the notification of affected employees, and any required vaccinations and/or other procedures as recommended by Public Health.
- (c) Where a vaccination is recommended or required by Public Health, such vaccination shall be made available to all employees who Public Health recommends receive such vaccinations at no cost to the employee.

## **21.8 Protective Clothing and Supplies**

The Employer shall supply protective clothing and supplies to employees as required by the Worker's Compensation Board.

## ARTICLE 22 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in this industry.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular full-time employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which he/she is employed, where the total bargaining unit size is reduced by two (2) or more employees as a consequence of such change.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one (1) month to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, and shall utilize the normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 13 - Layoff and Recall.

## ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work presently performed by employees covered by this Agreement. Where bargaining unit employees are not available, the employer may contract out bargaining unit work for a period not to exceed seven and one-half (7½) hours.

## ARTICLE 24 - HEALTH AND WELFARE PLANS

### 24.1 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Plan is agreeable, and the extra premium is paid by the employee through payroll deduction.

### 24.2 Dental Plan and Extended Health Care Plan

(a) Eligible employees shall be provided with:

(1) *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: 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.

(2) An extended health care plan, including coverage for corrective lens and hearing aids.

The allowance for vision care will be one hundred dollars (\$100) per twenty-four (24) month period for eligible employees and each of their dependents. Effective October 1, 2002 the allowance for vision care shall increase to two hundred dollars (\$200).

Hearing aids will be covered to five hundred dollars (\$500) every five (5) years for adults and children.

(3) The Employer shall provide a "*direct pay*" prescription card for all employees eligible for health and welfare benefits.

(b) The dental plan and extended health care plan shall cover employees, their spouses and dependent children provided they are not enrolled in another comparable plan.

An employee who divorces or legally separates from his/her spouse must inform the Employer in writing if his/her spouse is covered under this plan in order to remove his/her spouse from coverage. Failure to do so will result in the employee bearing the cost of such coverage.

(c) The Employer shall pay one hundred percent (100%) of the premiums.

### **24.3 Group Life Insurance**

Employees shall be entitled to a group life insurance plan as provided in Appendix 1.

### **24.4 Sick Leave**

Employees shall be entitled to coverage for short-term illness and injury in accordance with the agreed upon regulations in Appendix 2.

### **24.5 Long Term Disability Insurance Plan**

Employees shall be entitled to a long term disability insurance plan as provided in Appendix 3.

### **24.6 Commencement of Coverage**

(a) Coverage under the provisions of this Article shall apply to all full-time employees having completed the probationary period.

(b) A full-time employee is required to maintain eighteen hundred (1800) hours of seniority per year, except as otherwise specified in this Agreement, to receive continued entitlement as provided in (a) above.

(c) Employees with over nineteen hundred and fifty (1950) hours of seniority maintaining eighteen hundred (1800) hours over a twelve (12) month period will have coverage under this Article one hundred percent (100%) paid.

(d) Employees with over nineteen hundred and fifty (1950) hours of seniority and maintaining an average of one hundred (100) hours per month have the option of purchasing benefits under this Article at the employee's cost. It is understood the provisions of Clause 24.4 and 24.5 are not included.

(e) Employees purchasing coverage under this Article shall make the appropriate payment to the Employer. If the employee does not make payment on the agreed to date, coverage may be cancelled and the employee shall not be eligible to reapply unless they meet the criteria of (a).

(f) The company shall provide benefits coverage under Article 24.1, 24.2, 24.3 and 24.4 to part-time employees on the following terms:

- (1) Coverage shall commence October 1, 2002;
- (2) Benefits under this Article are only available to regular employees who work 20 hours or more per week and who have completed the probationary period;
- (3) The coverage is for only the employee.

#### **24.7 Employee to Inform Employer**

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

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

Employees who have been absent from work due to illness or injury should provide at least one (1) 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.

It is agreed that longer notice is required for absences in excess of thirty (30) consecutive calendar days.

#### **24.8 Change of Plan Carriers**

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer give the Union not less than thirty (30) days notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

### **ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES**

If an employee is required to wear a uniform or other special apparel, the employer shall furnish the uniform or other special apparel and shall clean, launder, repair, press and provide any other necessary services.

### **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

#### **26.1 Paydays**

- (a) Employees shall be paid biweekly. Paydays shall be every second Friday.
- (b) The distribution of paycheque stubs shall be on payday.
- (c) Paycheque stubs shall be available at the beginning of the day shift on a payday.
- (d) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.

## **26.2 Relieving in Higher Rated Positions**

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a salary range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

Where an employee within the bargaining unit is temporarily assigned by the Employer to the duties of a supervisory or management position which is excluded from the bargaining unit, the employee shall receive ten percent (10%) above their current rate of pay, which ever is greater.

## **26.3 Pay on Temporary Assignment**

An employee involuntarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

## **26.4 Mileage**

An allowance of thirty-eight cents (38¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

# **ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS**

## **27.1 New Job Descriptions**

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for any new classifications established in the bargaining unit within thirty (30) days.

The job descriptions shall include the job specifications and duties expected of each employee.

## **27.2 New Classifications/Duties**

### *(a) Notice of New Positions*

In the event the Employer establishes a new position, the wage rate for the new position shall be established by the Employer and written notice including the new job description shall be given to the Union within twenty (20) days. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

### *(b) Notice of Changed Positions*

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

**ARTICLE 28 - SEVERANCE**

- (a) In the event of a permanent layoff, a regular employee who has greater than three (3) years seniority and who cannot exercise the provision of Article 13, shall receive severance pay as follows:
- (1) for the third year of completed employment, three (3) weeks current salary;
  - (2) for each completed year thereafter, one (1) weeks current salary.
  - (3) an employee will not receive an amount greater than twelve (12) weeks current salary.
- (b) Notwithstanding the above, an employee who is aged fifty-five (55) years or greater, may choose to exercise his/her rights under Article 13 or the severance pay provisions of (a) above.
- (c) This severance provision does not apply to an employee dismissed for cause.
- (d) If an employee is in receipt of severance pay, the employment relationship is deemed terminated.

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

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

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

**29.2 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.

**29.3 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.

**ARTICLE 30 - TERM OF AGREEMENT****30.1 Duration**

This Agreement shall be binding and remain in effect until midnight October 1, 2009.

**30.2 Notice to Bargain**

- (a) This Agreement may be opened to collective bargaining by either Party giving written notice to the other Party on or after May 1, 2009, but in any event no later than midnight May 31, 2009.

(b) Where no notice is given by either Party prior to May 31, 2009, both Parties shall be deemed to have been given notice under this section on May 31, 2009.

(c) All notices on behalf of the Union shall be given by the Staff Representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

**30.3 Change in Agreement**

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

**30.4 Agreement to Continue in Force**

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

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.

**30.5 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect, unless otherwise stated, April 1, 2005.

**SIGNED ON BEHALF OF  
THE UNION:**

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

\_\_\_\_\_  
Michel Murray, Bargaining Committee

\_\_\_\_\_  
Jeff Maloney, Bargaining Committee

\_\_\_\_\_  
Marie Montgomery, Bargaining Committee

\_\_\_\_\_  
Lori Strom, Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Carol A. Brown, Senior Vice-President  
Human Resources and Community Operations  
Amica Mature Lifestyles Inc.

\_\_\_\_\_  
Pauline Johnson, Manager  
Corporate Human Resources  
Amica Mature Lifestyles Inc.

\_\_\_\_\_  
Bill Crysler, General Manager  
Amica at Somerset House

\_\_\_\_\_  
Bruce Leckie, Assistant General Manager  
Amica at Somerset House

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

**APPENDIX 1**  
**GROUP LIFE INSURANCE**

**1. Eligibility**

Full-time and eligible part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, upon completion of the probationary period, become members of the Group Life Insurance Plan as a condition of employment.

**2. Benefits**

The Plan shall provide basic life insurance in the amount of two hundred percent (200%) of an employee's annual wages and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her Group Life Insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

**3. Premiums**

The cost of the Plan shall be borne by the Employer.

**APPENDIX 2****SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

- (a) Full-time and eligible part-time employees will be covered by the Short Term Illness and Injury Plan (STIIP) .
- (b) New full-time employees and eligible part-time hired on or after October 1, 2002 will be covered three (3) months after completion of the probationary period.
- (c) STIIP benefits will apply starting on the first day in the event of an injury and the third day in the event of an illness.
- (d) Employees who had banked sick leave entitlements under the previous sick leave plan may use these entitlements for any sick leave taken until these accumulated sick leave credits are exhausted.

**1.2** (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of two-thirds ( $\frac{2}{3}$ ) pay for a period not to exceed seventeen (17) weeks.

- (b) The two-third ( $\frac{2}{3}$ ) benefit may be supplemented in one-third ( $\frac{1}{3}$ ) day increments by the use of the following:
  - (1) accumulated sick leave credit under the previous sick leave plan;
  - (2) compensatory time-off;
  - (3) vacation entitlement.

**1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original short term plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness of injury and within five (5) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seventeen (17) weeks of benefits under this plan.

**1.4 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or

(c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six (6) consecutive scheduled days of work;
- (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period. The cost of providing proof of medical disability and all other costs for medical information related to a claim for benefits under STIIP, shall be paid by the Employee.

### **1.5 Integration With Other Disability Income**

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-third (1/3) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits;
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay after payment by the employee of any legal fees.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

## 1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit where the combination of STIIP benefits and other income exceeds one hundred percent (100%) of normal earnings;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on any leave of absence without pay.

Notwithstanding (f) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) maternity leave or parental leave,

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seventeen (17) week period remaining from the scheduled date of return to work.

## 1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

## 1.8 EI Premium

The Parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the illness and injury plan will be returned to the Employer.

## 1.9 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, employees who are receiving benefits pursuant to Section 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

**APPENDIX 3****LONG TERM DISABILITY PLAN****1.1 Eligibility**

(a) Full-time employees who are on staff at the date of the signing of the Agreement and who are not presently disabled from working or who join the staff following that date shall, upon completion of the probationary period, become members of the Long Term Disability Plan as a condition of employment.

(b) An employee in receipt of Long Term disability benefits will continue to be covered by group life. Employees will not be covered by any other portion of a Collective Agreement but will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

**1.2 Waiting Period and Benefits**

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for four (4) months, the employee shall receive a benefit equal to sixty-six and two-thirds (66  $\frac{2}{3}$ ) of monthly earnings, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability.

The long term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

**1.3 Total Disability Defined**

(a) Total disability, as used in this Plan, means during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in his/her normal occupation, and after the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision Exclusions.

(b) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.

(d) Any employee who is receiving benefits under this Plan and who, in the opinion of a legally qualified doctor of medicine, has the potential for rehabilitation shall make every effort to participate in a rehabilitation program. An employee who fails to do so shall become ineligible for continued benefits under this Plan.

If an employee who is receiving this Long Term Salary Continuance Benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of a legally qualified doctor of medicine and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty percent (80%) of the employee's earnings at the date of disability, but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

#### **1.4 Exclusions**

No benefit shall be payable, for any disability which is caused by or results from:

- (a) intentionally self-inflicted bodily injury, while sane or insane;
- (b) war, whether war has been declared or not, or any act of war;
- (c) active participation in any riot;
- (d) condition for which an employee had received medical treatment, diagnosis, or taken prescription drugs within three (3) months of the effective date of coverage under the Plan, and a claim related to that condition is made within twelve (12) months of coverage;
- (e) any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offense.

#### **1.5 Integration with Other Disability Income**

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- (a) *Workers' Compensation Act*, or similar law;

- (b) Department of Veterans' Affairs;
- (c) Retirement or Pension Plan with any employer;
- (d) Any disability provision or any group insurance policy;
- (e) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of Canada Pension Plan and the Quebec Pension Plan;
- (f) The Insurance Corporation of British Columbia (ICBC) or any other similar provincial auto insurance plan.

The amount of benefits shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

#### **1.6 Successive Disabilities**

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed fully his/her previous occupation and has sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- (a) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- (b) thirty days,

whichever is greater.

#### **1.7 No Termination of Employment**

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated. Following expiration of their STIP benefits, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to his/her former job, exercising his/her seniority rights if necessary, pursuant to Article 13 of the Collective Agreement.

### **1.8 Benefits Upon Plan Termination**

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

### **1.9 Premiums**

The cost of this Plan shall be borne by the employee. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's 65<sup>th</sup> birthday, whichever occurs first.

### **1.10 Waiver of Premium**

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his/her insurance shall be waived for the period during which benefits are paid.

### **1.11 Claims**

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after date of disability. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company, on the form provided by the Company, for that purpose, and received by the Company not later than ninety (90) days after the expiration of the qualification period. If it is not possible to provide proof within these time limits, it must be given as soon as reasonably possible, but no later than one (1) year after the time it is otherwise required. Further proof of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his/her employer in writing of intention to claim within the time limit specified above.

### **1.12 Administration**

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports relative to the long term disability claims in the process of payments. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

**APPENDIX 4****CASUAL EMPLOYEES**

Casual employees shall be paid at six percent (6%) 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.

**ARTICLES WHICH APPLY TO CASUAL EMPLOYEES**

1. Purpose of Agreement
2. Recognition of the Union
3. Union Security
4. Check-off of Union Dues
5. Employer/Union Acquaint New Employees
6. Employer Rights
7. Employer-Union Relations
8. Grievance Procedure
9. Arbitration
10. Discipline
12. Vacancy Posting
14. Hours of Work (with exception of 14.3(a) and 14.3(e))
15. Overtime - at the rate of one and one-half (1½) times the basic rate for hours worked in excess of seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week.
16. Paid Holidays
18. Workers' Compensation
21. Occupational Health and Safety
22. Technological Change
25. Uniforms and Clothing
26. Payment of Wages
27. Notice of New and Changed Positions
29. General Conditions
30. Term of Agreement

Appendix 4 - Casual Employees  
 Appendix 5 - Procedure for Calling Casual Employees for Work  
 Appendix 6 - Excluded Personnel  
 Appendix 7 - Wage Rates  
 Appendix 8 - In-House Respite Care Assignments  
 Appendix 9 - Activity Coordinator - Hours of Work  
 Memorandum of Understanding #1

**ARTICLES WHICH DO NOT APPLY TO CASUAL EMPLOYEES**

11. Seniority (except as it pertains to casual lists)
13. Layoff/Recall Procedure
17. Annual Vacation
19. Union and Other Leave
20. Maternity/Adoption Leave
23. Contracting Out
24. Health and Welfare
28. Severance

Appendix 1 - Group Life  
 Appendix 2 - STIP  
 Appendix 3 - LTD

**APPENDIX 5****PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK****Casual Employee Work Assignment**

(a) The Employer shall consider seniority and the necessity for on-the-job orientation of new employees in the calling of casual employees. Casual assignments will be offered to casual employees so as to maintain their relative standing on the seniority list.

A casual employee shall be entitled to register for work in any job classification in any one 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:

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

Casual employees have the right of refusal on two (2) calls during a pay period. Casual employees who refuse five (5) calls in six (6) consecutive pay periods will be terminated.

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) Regular part-time employees may register for casual work in writing under this Appendix specifying days of availability and shall be called in to work in order of seniority. Hours worked by regular part-time employees under this Section shall be credited to the employee in the accumulation of benefits.

The Employer shall only be obliged to call regular part-time employees on days which they are not scheduled to work, and provided that no overtime pay is required.

(e) Casual and regular part-time 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 and regular part-time employees registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Section (c) does not apply.

(f) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the Collective Agreement.

(g) Casual employees who report for work at the call of the Employer shall be paid in accordance with Article 14.3(d).

**Casual Employee Probationary Period**

(a) Casual employees shall serve a probationary period of four hundred and fifty (450) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory performance.

(b) A casual employee who has not completed probation under this Appendix 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 6**  
**EXCLUDED PERSONNEL**

General Manager  
Assistant Manager  
Executive Chef

**APPENDIX 7**  
**HOURLY WAGE RATES**

<b>Job Classification</b>	<b>April 1/05</b>	<b>April 1/06</b>	<b>April 1/07</b>	<b>April 1/07</b>	<b>July 1/08</b>
Sous Chef	18.18	18.52	18.78	19.04	19.28
Cook 1	16.26	16.56	16.79	17.02	17.24
Cook 2	16.26	16.56	16.79	17.02	17.24
Cook's Helper	13.13	13.38	13.57	13.76	13.93
Dining Room Supervisor	16.00	16.25	16.50	16.75	17.00
Server	14.20	14.40	14.60	14.80	15.00
Concierge	14.20	14.40	14.60	14.80	15.00
Administrative Assistant	14.70	14.90	15.10	15.30	15.53
Front Desk	14.20	14.40	14.60	14.80	15.00
Night Attendant	14.70	14.90	15.10	15.30	15.53
Housekeeper 1	14.20	14.40	14.60	14.80	15.00
Housekeeper 2	14.70	14.90	15.10	15.30	15.53
Custodian	14.20	14.40	14.60	14.80	15.00
Building Maintenance	17.85	18.03	18.30	18.57	19.00
Activities Coordinator	17.34	17.51	17.78	18.04	18.36
Resident Attendant***	14.80	15.10	15.40	15.70	16.00

The wage rate for probationary employees is fifty cents (.50) per hour less than the base rate.

Those employees designated by the Employer as having some supervisory duties shall receive a chargehand premium of seventy-five cents (.75) per hour.

The chargehand rate for the Sous Chef will follow current practice.

\*\*\* Shift premium for Resident Attendant position only fifty cents (.50) per hour for graveyard shift (all hours worked between midnight and 8:00 a.m.) to be effective October 1, 2005.

Term of the Contract = April 1, 2005 to October 1, 2009 (54 months).

**APPENDIX 8****IN-HOUSE RESPITE CARE ASSIGNMENTS**

The Employer agrees all homemaker services provided by Somerset House is considered bargaining unit work as defined and covered within the Collective Agreement between the Parties. The Parties recognize the unique circumstances required in providing homemaker services. The following conditions will govern the assignment of employees for those services:

1. The Parties recognize that the decision of the client with regard to whether a particular employee will be assigned or will be continued to be assigned, to work for that client is paramount.
2. It is agreed, an employee assigned homemaker duties and who has attained a maximum of thirty-seven and one-half (37½) hours for the week, will not accrue additional seniority or benefits. It is further agreed employees assigned in accordance with this appendix, will not receive overtime rates in any circumstance.
3. An employee assigned homemaker duties will accrue seniority for all hours worked up to the maximum of thirty-seven and one-half (37½) hours per week.
4. In the event, a client has not requested a particular employee, the employer will assign the most senior employee not scheduled for thirty-seven and one-half (37½) hours for the week.
5. Those employees wishing to be considered for homemaker assignments, must submit their names in writing to the General Manager.
6. It is agreed that acceptance of an assignment is at the sole discretion of the employee.
7. Housekeeping duties currently being done will not be provided for under homemaker services.
8. Except as contained herein, all provisions of the Collective Agreement apply.

**APPENDIX 9**

**ACTIVITY COORDINATOR HOURS OF WORK**

- (a) The hours of work for employees encumbering the positions of Activity Coordinator, shall be flexible.
- (b) The total number of hours worked should not exceed seventy-five (75) biweekly, or one hundred and sixty-two and one-half (162½) monthly.
- (c) Any hours worked in excess of (b) above will be considered earned time-off (ETO), and scheduled mutually by the employee and his/her supervisor. In any event, the total number of hours of work are not to exceed nineteen hundred fifty (1950) per calendar year, or overtime rates will apply.
- (d) All paid and unpaid leaves taken by employees covered by this Appendix will be at seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week.

**MEMORANDUM OF UNDERSTANDING #1**

The Parties hereby agree to the following list of arbitrators from which a sole arbitrator and/or investigator will be chosen.

Selection will be on a rotational basis subject to availability.

Richard Bird  
John Orr  
Joan McEwan

or a substitute mutually agreed to by the Parties.

**MEMORANDUM OF UNDERSTANDING #2**  
**MODIFIED WORK WEEK**

The parties agree to consider flexible hours of work through the Labour/Management Committee.

The Labour/Management Committee will explore possible scheduling arrangements that would allow flexible days for employees within a single department.

- (a) Such agreements must be based on a single department and must be mutually agreed to by the Union (BCGEU President or designate) and the Employer (excluded manager).
- (b) The work day in such work agreements shall not exceed ten (10) hours.
- (c) Full time employees shall perform work on at least four (4) days in any calendar week.
- (d) Overtime does not apply until the employee exceeds the daily scheduled hours or the full time hours within that pay period.

**MEMORANDUM OF AGREEMENT #1**

**WORKLOAD**

The parties agree that workloads must be reasonable and accomplishable within appropriate time periods.

Should a workload problem arise, either party can request a Labour/Management Committee meeting pursuant to Article 7.6 of the Collective Agreement to attempt to resolve the matter at the local level.

If the workload problem is not resolved through the Labour/Management Committee, either party can pursue the matter at a second level. This second level involves the Employer's Human Resources designate from head office and the BCGEU Staff Representative who will then meet and attempt to negotiate a resolve to the matter.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Carol A. Brown, Senior Vice-President  
Human Resources and Community Operations  
Amica Mature Lifestyles Inc.

\_\_\_\_\_  
Michel Murray, Bargaining Committee

\_\_\_\_\_  
Pauline Johnson, Manager  
Corporate Human Resources  
Amica Mature Lifestyles Inc.

\_\_\_\_\_  
Jeff Maloney, Bargaining Committee

\_\_\_\_\_  
Bill Crysler, General Manager  
Amica at Somerset House

\_\_\_\_\_  
Marie Montgomery, Bargaining Committee

\_\_\_\_\_  
Bruce Leckie, Assistant General Manager  
Amica at Somerset House

\_\_\_\_\_  
Lori Strom, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.