

**COLLECTIVE AGREEMENT**

**between**

**DORCHESTER RETIREMENT RESIDENCE**

**and the**

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

**Effective from January 1, 2006 to April 30, 2008**

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## DEFINITIONS

"*Bargaining Unit*" - is the unit for collective bargaining referred to in the certificate issued by the Labour Relations Board on April 18<sup>th</sup>, 2005 respecting Dorchester Retirement Residence for whom the B.C. Government and Service Employees' Union is the bargaining agent.

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

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

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

"*Dependent*" - means a dependent as defined by the insurance carrier in the plan document.

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

"*Probationary Employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and eighty-eight (488) hours worked.

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

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

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

"*Full-time Regular Employees*" - full-time regular employees are regularly scheduled employees who work a minimum of thirty-seven and one-half (37½) or more hours per week on a continuing basis.

"*Part-time Regular Employees*" - part-time regular employee is one who is regularly scheduled to work less than thirty-seven and one-half (37½) hours per week.

"*Employer*" - means Retirement Residences Operations (REIT), LP, operating as Dorchester Retirement Residence, 863 Leon Avenue, Kelowna, BC.

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

"*Spouse*" - means a person of the opposite sex to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for one (1) year or more or a person of the same sex with whom the employee has cohabited in a same sex relationship for one (1) year or more.

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

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.3 Conflict with Policies

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

### 1.4 Use of Feminine and Singular Terms

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

### 1.5 Harassment

- (a) The Employer and the Union agree to foster and promote a workplace environment free from harassment.
- (b) Nothing in this article limits the Employer's managerial and supervisory rights and responsibilities or the exercise of those rights and responsibilities as provided for in the Management Rights article of this Collective Agreement.
- (c) Any complaints pertaining to this article may be referred by the Union to Steps 1 and 2 of the grievance procedure under this Collective Agreement or the employee may file a complaint under the *BC Human Rights Code*.
- (d) An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievance Procedure.

## ARTICLE 2 - BARGAINING AGENT RECOGNITION

### 2.1 Recognition

This Agreement covers all employees of Dorchester Retirement Residence in the City of Kelowna, save and except the Executive Director, Director Food Services, Activity Director, Office Coordinator, Director of Marketing and Resident Services and Director of Environmental Services.

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

## 2.2 No Other Agreement

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

## 2.3 Union and Employer Representation

The Union shall supply the Employer with the names of its authorized officers and similarly, the Employer shall supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.

## 2.4 Correspondence

The Parties agree that all correspondence between the Employer and the Union shall be sent to the Executive Director or the President of the Union or his designate as the case may be.

## 2.5 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Prior to attending the Employer's premises, the union representative shall first notify the Employer.
- (c) Any investigation or access as set out in (a) or (b) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employee neglecting their work duties and responsibilities.

## 2.6 Recognition and Rights of Stewards

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

A steward shall receive the permission of the immediate supervisor/designate before leaving work to perform duties as a steward. Such permission, subject to operational requirements shall not be unreasonably withheld. Leave for this purpose shall be with pay. The steward shall notify the immediate supervisor/designate on completion of their union duties.

## 2.7 Bulletin Boards

The Employer agrees to supply an exclusive bulletin board for the posting of union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin board shall be determined by mutual agreement if the board is moved from its current location in the staff room.

## 2.8 No Discrimination

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

## **2.9 Union Insignia**

Union members shall have the right to wear or display the recognized insignia of the Union.

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

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

## **2.11 Leave of Absence for Union Business**

- (a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the Collective Agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give fourteen (14) days written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven (7) days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employee. (*Effective May 1<sup>st</sup>, 2006*)
- (d) It is agreed that the Union will elect three (3) employees who will represent the Union in negotiations of subsequent Collective Agreements with the Employer.

## **2.12 Bargaining Unit Information**

The Employer agrees to provide the Union with a list of employees covered by this agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information on hard copy.

# **ARTICLE 3 - UNION SECURITY**

## **3.1 Union Membership**

Employees within the bargaining unit, who were employed and were not members of the Union prior to the date of certification, shall have the option of joining the Union. Employees hired after the date of certification, April 18<sup>th</sup>, 2005, are required to become members of the Union as a condition of employment.

Nothing in this Collective Agreement shall be construed as requiring an employee who was hired prior to the certification date, April 18<sup>th</sup>, 2005, to become a member of the Union.

# **ARTICLE 4 - UNION DUES**

## **4.1**

- (a) The Employer is authorized and shall deduct in each pay period, an amount equal to union dues from each employee's pay. An employee shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.

- (b) The Employer shall remit any dues deducted to the Union along with a list of employees and the amounts deducted within thirty (30) days of the deduction. The list shall include the employee name, social insurance number, classification, the pay period earnings and the amount of dues deducted.
- (c) The total amount of union dues deducted from an employee's pay shall be indicated on the employee's T-4 slip.
- (d) The Union shall advise the Employer in writing, thirty (30) days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

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

### **5.1**

A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for the new employee and the union steward to meet within regular working hours for a period not to exceed fifteen (15) minutes, without loss of pay, during the first thirty (30) days of employment.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.1**

The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith to establish, enforce and alter from time to time rules and regulations to be observed by employees;
- (c) to hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer;
- (d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;
- (e) to determine: the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Labour Management Committee

The Employer and the Union agree to establish a Labour Management Committee consisting of two (2) employees and two (2) representatives of the Employer. The Union shall appoint one (1) alternate representative. On the written request of any of its members(s), the Labour Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement, The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

### 7.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee 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) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, he/she shall be credited with equivalent time off at his/her basic rate of pay.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Definition

The Employer and the Union recognize that grievances may arise concerning differences and disputes between the parties respecting the interpretation, application, operation or alleged violation of a provision of this Agreement, including a question as to whether a matter is arbitrable.

### 8.2 Grievance Procedure

The following grievance procedure shall apply:

(a) *Step 1*

Within seven (7) calendar days of the alleged violation, the employee, together with a union steward, at the employee's option, shall attempt to resolve the grievance through discussion with his or her supervisor.

(b) *Step 2*

If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, shall present the grievance in writing to the Residence's senior management, clearly setting forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The written grievance must be presented within fourteen (14) calendar days of the alleged violation. Within seven (7) calendar days following receipt of the written grievance, the Residence's senior management shall provide the employee with a written reply.

### **8.3 Time Limits to Submit to Arbitration**

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

- (a) fourteen (14) calendar days after the Employer's decision has been received; or
- (b) fourteen (14) calendar days after the Employer's decision was due, whichever occurs first.

### **8.4 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's discharge, the Union shall meet with the Employer within fourteen (14) calendar days to discuss the dismissal, and failing resolution, may submit the matter to arbitration with fourteen (14) calendar days of the meeting.

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

### **8.5 Deviation from Grievance Procedure**

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

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

### **8.6 Amending Time Limits**

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

### **8.7 Policy Grievance**

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

(b) Where no satisfactory agreement is reached, either Party, within fourteen (14) calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other Party.

### **8.8 Failure to Observe Time Limits**

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

### **8.9 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 question as to whether a matter is arbitrable, during the term of this Collective Agreement, an Investigator agreed to between the parties, shall at the request of either party:

- (a) investigate the difference;

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

In the event the parties are unable to agree on an Investigator within a period of thirty (30) days, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint such a person.

Failing settlement at this step, the grievance may be referred to arbitration.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Appointment of a Single Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, the Parties shall have twenty-one (21) calendar days to agree on a single arbitrator. The arbitrators shall be one of Peter Cameron, Joan Gordon, or John Hall, or any other as agreed to by the Parties.

### **9.2 Binding Decision**

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

### **9.3 Jurisdiction of the Arbitrator**

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

### **9.4 Cost of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator. Each of the Parties shall pay its own other expenses including costs and pay for witnesses.

## **ARTICLE 10 - DISCIPLINE AND DISMISSAL**

### **10.1 Discipline**

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

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

- (a) Notice of dismissal or suspension, including that of a probationary employee, shall be in writing and shall set forth the reasons for dismissal or suspension and a copy shall be sent to the President of the Union or his designate within three (3) calendar days of the Employer's action.
- (b) The employee shall be given a copy of any disciplinary document that will be placed in his/her personnel file.

### **10.3 Personnel File**

An employee shall have the right to request that any disciplinary action be removed from the personnel file after eighteen (18) months has expired, provided that there has been no subsequent disciplinary action. An employee, or the President of the Union or his designate, with the employee's written authority, shall be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Access to the personnel file shall be provided within seven (7) calendar days of the request.

### **10.4 Right to Have Steward Present**

An employee, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a union steward. The employee shall be notified in advance of the purpose of such meeting. It shall be the responsibility of the employee to contact the steward. A union steward, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a union representative or another union steward. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

### **10.5 Employment Abandoned**

An employee who fails to report for work and who does not notify the Employer within three (3) workdays and who does not provide reasonable grounds for his/her absence will be considered as having abandoned his/her position. An employee who has been deemed to have abandoned his/her employment will be given an opportunity to demonstrate there was an acceptable reason for his/her unauthorized absence.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the residence and shall accumulate based on straight-time paid hours since the date of certification (April 18<sup>th</sup>, 2005) including service prior to certification of the Union.

### **11.2 Leaving the Bargaining Unit**

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not accrue seniority. The employee shall retain seniority accrued in the bargaining unit should she/he return to the bargaining unit.

### **11.3 Probationary Employees**

It is understood that all new employees will be subject to a probationary period of four hundred and eighty-eight (488) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed. The probationary period for part-time employees shall not exceed six (6) calendar months. Upon completion of the probationary period, the initial date of hire shall be used for benefits and seniority hours.

### **11.4 Loss of Seniority**

An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- (a) resigns from the employ of the Employer;

- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than six (6) consecutive months;
- (d) after a layoff, fails to report to work within three (3) working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for three (3) or more consecutive days without having notified the Employer;
- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence.

### **11.5 Seniority List**

The Employer shall provide the Union with current seniority list for regular full-time and part-time employees in January and July of each year. An updated seniority list shall be provided upon request if layoffs occur. This list shall include:

- (1) employees name;
- (2) classification; and
- (3) seniority in hours.

Seniority dates shall be subject to correction for error on proper representation by the Union.

## **ARTICLE 12 - VACANCY POSTING**

### **12.1 Job Posting**

- (a) Where the Employer intends to fill a vacancy that is expected to be for in excess of sixty (60) calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications and a brief outline of the position and the closing date for applications. The Employer may advertise externally at the same time as internally.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

### **12.2 Temporary Appointments**

- (a) Until the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.
- (b) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (c) In the event that more than one (1) qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered equal, the applicant with the most seniority shall fill the vacancy.
- (d) The successful candidate, if an external candidate, shall serve a probationary period of four-hundred and eighty-eight (488) hours worked.

### **12.3 Trial Period**

When a vacancy is filled by an existing employee, the successful applicant shall serve a trial period of three hundred and twenty-five (325) hours worked. Conditional on satisfactory performance, the successful applicant shall become permanent after successful completion of the trial period. During the trial period, if the successful applicant is unsatisfactory in the position, or if she finds herself unable to perform the duties of the new position or wishes to return to her former position, she shall be returned to her former position at her former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

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

### **13.1 Layoff and Recall**

- (a) A layoff shall be defined as a cessation of employment or the elimination of a position due to a reduction in the amount of work required to be done by the Employer.
- (b) In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority.
- (c) A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the junior employee. In no circumstance will an employee affect a promotion through a bump.

A laid off employee who bumps the most junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

- (d) Employees on layoff shall be recalled in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. The Employer shall provide three (3) days notice. If the employee is employed elsewhere and has to give notice he/she will advise Dorchester Retirement Residence of the amount of notice but in any event the notice period will not exceed two (2) weeks.
- (e) Except in cases of emergency or disaster, the Employer shall give each employee who has acquired seniority and who is to be permanently laid off, written notice of layoff, in accordance with the following schedule:

- (1) one (1) week's notice or pay after three (3) months continuous employment;
- (2) two (2) weeks' notice or pay after twelve (12) months continuous employment;
- (3) three (3) weeks' notice or pay after three (3) years continuous employment, plus one additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' notice or pay.

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

### **14.1 Hours of Work**

- (a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Saturday and end at 24:00 hours on the Friday following.
- (b) It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or

otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.

(c) The regular workday shall consist of:

- (1) seven and one-half (7½) hours of work exclusive of a one-half (½) hour unpaid meal break; or
- (2) eight (8) hours of work exclusive of a one-half (½) hour unpaid meal break; or
- (3) such other period as may be scheduled;
- (4) such other period as allowed by Variances; as applicable.

(d) Where the Employer designates that an employee cannot leave the building during his/her meal break, the employee's regular hours of work will be inclusive of a one-half (½) hour paid meal break.

## 14.2 Scheduling

(a) The Employer shall post work schedules for a minimum of two (2) weeks at least two (2) weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six (6) consecutive days, or more than twenty (20) days in a four (4) week period.

(b) The Employer may amend the start and stop times of scheduled hours of work.

(c) Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times or in a manner inconsistent with this Agreement.

## 14.3 Changes in Scheduling

(a) In situations, other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than forty-eight (48) hours' notice.

(b) Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

(c) Employees may exchange shifts with the prior written authorization of the appropriate manager, provided that a minimum of forty-eight (48) hours of notice is given. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.

(d) Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate of pay provided that if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

## 14.4 Meal and Rest Periods

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

(b) All employees working less than a full seven and one-half (7½) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period.

(c) All employees working a full five (5) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practical to the middle of the workday.

(d) An employee is entitled to take his/her meal unpaid meal break away from the premises. Employees shall advise their supervisor/designate in writing when they intend to leave the premises and when they return to commence work by way of a sign-in/out book.

(e) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.

#### **14.5 Daylight Savings Time**

During the changeover from Daylight Savings Time to Pacific Standard Time, or vice-versa, an employee shall be paid for the actual hours worked during that shift. Where applicable, overtime rates shall apply.

#### **14.6 Call In**

(a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable.

(b) Employees who are called back to work outside of their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four (4) hours, whichever is greater.

### **ARTICLE 15 - EDUCATION**

#### **15.1 Education**

(a) Where a course, program or licence is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership and/or certification(s).

(b) Where the Employer directs an employee to participate in a course or program, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course.

### **ARTICLE 16 - PAID HOLIDAYS**

#### **16.1 Paid Holidays**

(a) Full-time employees who have completed thirty (30) days employment shall receive the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday**	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day*
BC Day	

\* *Effective 2007*

\*\* *Effective 2008*

The intent is that there shall be no more than eleven (11) paid holidays in each calendar year. If another federal, provincial, or municipal holiday should be proclaimed during the term of this Collective

Agreement, such additional holiday will replace one of the designated holidays in the Collective Agreement.

### **16.2 Holiday**

- (a) Holiday pay for an employee who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at her regular rate of pay.
- (b) Holiday pay for an employee who works irregular hours on at least fifteen (15) of the last thirty (30) days prior to the paid holiday is calculated by dividing the employees total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

### **16.3 Holiday Falling on a Day of Rest**

If one of the above-named holidays occurs on an employee's regular days off the employee shall receive his/her regular day's pay. If one of the above-named holidays occurs during an employee's vacation period the employee shall receive an additional day off.

### **16.4 Absences on a Paid Holiday**

- (a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her pay and holiday pay, unless the absence is due to illness verified a medical doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 16.2 above.
- (b) For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

### **16.5 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

### **16.6 Holiday Pay for Full-Time Employees**

Eligible full-time employees who are required by the Employer to work on a designated holiday will receive:

- (a) one and one-half times ( $1\frac{1}{2}x$ ) the regular rate of pay for hours worked on that day, plus
- (b) another day off with pay.

### **16.7 Holiday Pay for Part-time and Casual Employees**

*(Effective in the first pay period following ratification of this agreement)* Part-time and casual employees will be paid one and one-half times ( $1\frac{1}{2}x$ ) the basic rate of pay for hours worked on a designated holiday.

### **16.8 Christmas Day**

Notwithstanding the eligibility requirements, any employee (regardless of employment status) required to work on December 25<sup>th</sup> shall receive pay and time off in accordance with Clause 16.6 and 16.7 above, as though they met the eligibility requirements.

## **ARTICLE 17 - OVERTIME**

### **17.1 Definition of Overtime**

- (a) Overtime is defined as the authorized hours worked in excess of the daily full-time or weekly hours in Clause 17.2 below.

**17.2 Overtime**

- (a) All overtime must be authorized in writing, in advance by the Employer except in cases of emergency.
- (b) An employee shall be paid at the rate of one and half times (1½x) the employee's basic rate of pay for authorized work performed in excess of:
- (1) seven and one-half (7½) hours in a day;
  - (2) eight (8) hours in a day; or
  - (3) thirty-seven and one-half (37½) hours in a week, or forty (40) hours in a week, averaged over a two (2) week cycle, as the case may be but excluding from the calculation hours worked in excess of eight (8) hours in a day;
- (c) Authorized work performed in excess of twelve (12) hours in a day shall be paid at the rate of two times (2x) the employee's basic rate of pay.
- (d) Employees working more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.
- (e) Where an employee works more than two (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.
- (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (g) Opportunities for overtime work shall be offered to employees on shift within the classification on the basis of seniority. Employees may refuse to work overtime except in cases of emergency.

**ARTICLE 18 - VACATION****18.1 Vacation Entitlement**

Vacations with pay shall be granted to employees based on their length of continuous service as of December 31<sup>st</sup> of the preceding year as follows:

**(a) For Full-time Employees**

Years of Service	Vacation	Vacation Pay
Less than five (5) years of employment	two (2) weeks	4%
After five (5) years of employment	three (3) weeks	6%

**(b) For Part-time and Casual Employees**

Years of Service	Vacation	Vacation Pay
Less than five (5) years of employment	two (2) weeks	4%
Five (5) or more years of employment	three (3) weeks	6%

- (c) Vacation pay for employees shall be calculated at four percent (4%) or six percent (6%) as applicable, of the gross annual earnings as reported on the employees T4 for the preceding calendar year.
- (d) Upon receipt of fourteen (14) calendar 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. Where the employee does not so request, the employee shall receive vacation pay on their regular pay.

(e) Casual Employees shall be paid out accumulated vacation in the first pay of June and December of each year.

### **18.2 No Vacation Carryover**

Vacation time shall not be cumulative from calendar year to calendar year.

### **18.3 Scheduling of Vacation**

Department vacation request lists will be posted by January 15<sup>th</sup> of each year. Subject to operational requirements, seniority will be a factor in determining vacation requests received prior to February 15<sup>th</sup> of each year, if no other agreement can be reached among employees. Requests received after February 15<sup>th</sup> will be approved on a first come, first served basis, subject to operational requirements. Where an employee chooses to split his/her annual vacation, his/her second choice of vacation shall be made only after all other employees concerned have made their initial selection. The vacation schedule shall be posted by March 15<sup>th</sup>.

### **18.4 Vacation Pay on Termination**

An employee who terminates his/her employment for any reason shall be paid any outstanding vacation pay as provided in Clause 18.1.

### **18.5 Sick Leave/Bereavement While on Vacation**

Where an employee's scheduled vacation is interrupted due to bereavement leave or to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and hospitalization. The portion of the employee's vacation which is deemed to be sick leave or bereavement leave will not be counted against the employee's vacation credits.

## **ARTICLE 19 - SICK LEAVE**

### **19.1 Sick Leave Entitlement**

(a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to all full-time regular employees on the following basis:

(1) Full-time employees who have completed the probationary period of four hundred and eighty-eight (488) hours of employment shall be credited six (6) days of sick leave per year (45 hours if they work 7.5 hours per day or 48 hours if they work 8 hours per day) prorated if they complete their probation part way through the year;

(2) Employees will be eligible to claim sick pay on the second day of illness;

(b) (*Effective November 1<sup>st</sup>, 2007*) Part-time employees who have completed the probationary period of four hundred and eighty-eight (488) hours of employment and work a minimum of forty (40) hours biweekly shall accrue sick leave credits at a rate of two (2) hours biweekly to a maximum sick leave credit of twenty (20) hours per year. Employees will be eligible to claim sick pay on the second day of illness.

### **19.2 Sick Leave/Workers' Compensation**

Absence for injury compensable under provisions of the *Worker's Compensation Act* shall not be charged against sick leave credits.

### **19.3 Certificate of Fitness**

After an absence due to illness or injury, the Employer is entitled to require documentation from a physician or from Worker's Compensation Board, certifying that the employee is medically able to resume the full duties of the position.

### **19.4 Notice of Absence/Return to Work**

- (a) 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.
- (b) Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.
- (c) The Employer may request proof of a disabling accident or illness.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **20.1 General Leave**

A regular employee who has completed the probationary period may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state his/her request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense.

### **20.2 Bereavement Leave**

When a death occurs in an employee's immediate family (which shall mean the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee's family), the employee will be eligible for leave up to a maximum of five (5) consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three (3) days.

### **20.3 Family Responsibility Leave**

An employee is entitled to request up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

Immediate family shall mean the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee's family.

**ARTICLE 21 - MATERNITY, ADOPTION AND PARENTAL LEAVE****21.1 Maternity, Adoption and Parental Leave**

(a) The employee shall normally provide the Employer with one (1) month's 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.

(b) An employee who is pregnant, or who adopts a child, is entitled to seventeen (17) consecutive weeks of unpaid leave.

(c) 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.

(d) 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.

(e) The employee shall be responsible for pre-paying their portion of the cost (if any) of any medical or dental benefits in which the employee participates in while on maternity, adoptive or parental leave.

(f) *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.

(g) *Vacation*

The employee shall retain vacation credits that had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

(h) *Return to Work*

(1) 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.

(2) 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.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY****22.1 Occupational Health and Safety Committee**

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

**22.2 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and ensure that accident investigations are carried out as required by the *Workers' Compensation Act*.

**22.3 Transportation of Injured Employees**

The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.

**ARTICLE 23 - CONTRACTING OUT****23.1**

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

**ARTICLE 24 - BENEFIT PLANS****24.1 Benefits****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.

For full-time employees, the Employer will pay one hundred percent (100%) of the premiums.  
For part-time employees, the Employer will pay seventy-five percent (75%) of the premiums.

**Dental Plan**

For full-time employees, the Employer will pay seventy percent (70%) of the premiums.  
For part-time employees, the Employer will pay fifty percent (50%) of the premiums.

**Extended Health Plan**

For full-time employees, the Employer will pay seventy percent (70%) of the premiums.  
For part-time employees, the Employer will pay fifty percent (50%) of the premiums.

**Life Insurance**

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

**Coverage**

Coverage shall apply to all full-time employees who have completed their probationary period of four hundred and eighty-eight (488) hours of employment.

Coverage shall apply to part-time employees who have completed four hundred and eighty-eight (488) hours of employment and who work a minimum of twenty-two and one-half (22½) hours per week.

When an employee is on an unpaid leave they are responsible for paying one hundred percent (100%) of the benefit premiums.

When an employee is on a maternity/parental/adoption leave the cost sharing arrangements remain the same as long as the employee continues to pay their portion of the premiums.

**ARTICLE 25 - PAYMENT OF WAGES****25.1 Rates of Pay**

- (a) All employees shall be paid by direct deposit.
- (b) Employees shall be paid in accordance with Appendix 3.

**25.2 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer shall pay all wages owing to the employee within six (6) days of the date of his/her resignation.
- (b) When an employee's services are terminated, the Employer shall pay all wages owing to the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off, the Employer will pay all wages to the employee on the next scheduled payday.

**25.3 Substitution**

- (a) Where an employee is required by the Employer to perform the duties of a higher rated bargaining unit position for one (1) shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, excluding the start rate.
- (b) When an employee is temporarily transferred by the Employer to a lower rated position, the employee will receive his/her own wage rate.
- (c) If a temporary transfer to a lower rated position is requested by an employee or to avoid layoffs, the employee shall be paid at the hourly rate for the lower rated position corresponding with their previous placement on the grid.

## **25.4 Personal Vehicle Use**

In the event an employee is required to use a vehicle in the course of employer business, the Employer shall provide the Dorchester bus for employee use.

## **ARTICLE 26 - JOB CLASSIFICATIONS AND WAGE RATES**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3, within four (4) months of ratification.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be filed at Step 2 of the Grievance Procedure.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.1 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 reasonable expenses arising from any such action, provided the Employer has conduct of the action.

### **27.2 Copies of the Collective Agreement**

The Union shall print the Collective Agreement in an agreed to format, and shall distribute copies of the Collective Agreement to employees.

The Union and the Employer shall each contribute fifty percent (50%) to the cost of printing the Collective Agreement.

### **27.3 Lockup for Personal Effects**

- (a) The Employer agrees to provide lockers for the use of employees while on shift. Employees shall provide their own locks to secure personal effects.
- (b) One locker shall be designated for the BCGEU stewards' use and the Employer shall not enter such locker without the presence of a steward.

## **ARTICLE 28 - DURATION OF AGREEMENT**

### **28.1 Duration**

This Agreement shall be for the period from January 1<sup>st</sup>, 2006 up to and including April 30<sup>th</sup>, 2008.

### **28.2 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 January 1<sup>st</sup>, 2008 but in any event, no later than midnight on April 30<sup>th</sup>, 2008.
- (b) Where no notice is given by either Party prior to April 30<sup>th</sup>, 2008 both Parties shall be deemed to have given notice under this section on April 30<sup>th</sup>, 2008.

**28.3 Agreement to Continue in Force**

- (a) Both Parties shall adhere fully to the terms of this Agreement during the period of collective bargaining and until a new agreement is signed.
- (b) 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. Strike shall include any strike, picketing, sit-down, stand-in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's Residences, or any other act as defined in the *Labour Relations Code of British Columbia*.

**28.4 Change in Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Linda Wong, Human Resources Consultant

\_\_\_\_\_  
Katherine Dyson, Bargaining Committee Chair

\_\_\_\_\_  
Mark Ketler, Executive Director

\_\_\_\_\_  
Lily Idler, Bargaining Committee

\_\_\_\_\_  
Brad Litton, Director of Food Services

\_\_\_\_\_  
Lori Schlosser, Bargaining Committee

\_\_\_\_\_  
Stacey Baker, Activity Director

\_\_\_\_\_  
Barbara Offen, Staff Representative  
Negotiations

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

**APPENDIX 1****CASUAL EMPLOYEES**

(a) The following articles of the Collective Agreement shall apply to casual employees;

- (1) Preamble
- (2) Bargaining Agent Recognition
- (3) Union Security
- (4) Union Dues
- (5) Employer/Union Acquaint New Employees
- (6) Management Rights
- (7) Employer-Union Relations
- (8) Grievance Procedure
- (9) Arbitration
- (10) Discipline and Dismissal
- (12) Vacancy Posting
- (14) Hours of Work (with exception of 14.2(a) 14.3(a) (c) & (d))
- (15) Education
- (16) Paid Holidays
- (17) Overtime
- (18) Vacation
- (22) Occupational Health and Safety
- (23) Contracting Out
- (25) Payment of Wages
- (26) Job Classifications and Wage Rates
- (27) General Conditions
- (28) Duration of Agreement

**Appendices**

Appendix 1 - Casual Employees

Appendix 2 - Casual Employee Call-in

Appendix 3 - Wage Rates

(b) The following articles do not apply to casual employees:

- (11) Seniority (except as it relates to casual employee lists)
- (13) Layoff and Recall
- (19) Sick Leave
- (20) Leaves of Absence
- (21) Maternity/Adoption Leave
- (24) Benefit Plans

(c) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.

(d) *Vacation*

Effective the first pay period following ratification of this Collective Agreement, Casual employees shall be paid four percent (4%) or six percent (6%) [as applicable based on accumulated hours worked as set out in Clause 16.7], of gross pay on each paycheque in lieu of paid vacation.

(e) *Holiday Pay*

Casual employees shall be paid holiday pay per Clause 16.2 of the Collective Agreement.

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

**Casual Probationary Period**

(a) Casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.

(b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to its definition in the Collective Agreement.

(c) Where a casual employee who has completed probation is reclassified to a full-time or part-time employee, such employee shall not be required to serve another probationary period, but will be required to complete the trial period.

## APPENDIX 2

## CASUAL EMPLOYEES CALL-IN

*Casual Employees Call-In*

(a) The Employer shall call casual employees and part-time employees for scheduled work and non-scheduled work in seniority order.

Casual employees and part-time employees are entitled to register for work in their classification.

(b) Casual and part-time employees will be called to work as follows:

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

(2) In the event the casual employee uses a telephone answering machine, voice mail or a pager, the Employer will leave a message for the employee 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.

(c) Casual employees and part-time employees registered for casual work shall notify the Employer in writing two (2) consecutive pay periods four (4) weeks in advance of the dates and times they will be available to work in the upcoming two (2) months.

The Employer will call a casual and/or part-time employee only for those days on which the employee indicated he/she is available.

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

(d) Casual and part-time employees who are called in by the Employer and report for work shall be paid a minimum of four (4) hours at the applicable rate of pay.

(e) 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.

(f) Part-time/Casual Shifts

(1) The Employer agrees to include part-time employees on the casual call-in list according to seniority hours, subject to the terms and conditions listed in Appendix 1.

(2) Where a block of four (4) or more shifts become available, it shall be offered to part-time employees within the department in accordance with their seniority, provided that they do not have scheduled shifts that would conflict with the block. In the event the available block can be scheduled two (2) weeks or fourteen (14) days in advance, then the senior part-time employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.

(3) The most senior employee who accepts the block as described in the paragraph above, shall have their schedule changed. No further schedule changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedure.

- (4) Where less than four shifts are available for assignment, they shall be offered to those employees on the departmental call-in list in order of seniority.
- (5) The departments shall be defined as Activities Department, Food Services Department, Housekeeping Department and Administration Department.
- (6) Employees who are laid off in accordance with Article 13.1 of the Collective Agreement will have the option of having their name included on the casual call-in list for their department. Such laid off employees shall notify the department manager in writing of their desire to be placed on the call-in list.

**APPENDIX 3  
CLASSIFICATION AND WAGE GRID**

Position	Level	Effective January 1, 2006	Effective January 1, 2007 2.5%	Effective January 1, 2008 2.5%
Activity Assistant	Start	10.50	10.76	11.03
	After 488 hrs worked	11.50	11.79	12.08
	After 1950 hrs worked	11.95	12.25	12.56
	After 3900 hrs worked	12.40	12.71	13.03
Bus Driver	Start	10.86	11.13	11.41
	After 488 hrs worked	11.86	12.16	12.46
	After 1950 hrs worked	12.33	12.64	12.96
	After 3900 hrs worked	12.79	13.11	13.44
Cook	Start	11.50	11.79	12.08
	After 488 hrs worked	12.50	12.81	13.13
	After 1950 hrs worked	13.00	13.33	13.66
	After 3900 hrs worked	13.60	13.94	14.29
Housekeeper	Start	10.50	10.76	11.03
	After 488 hrs worked	11.50	11.79	12.08
	After 1950 hrs worked	11.95	12.25	12.56
	After 3900 hrs worked	12.40	12.71	13.03
Housekeeper Supervisor	Start	11.50	11.79	12.08
	After 488 hrs worked	12.50	12.81	13.13
	After 1950 hrs worked	12.95	13.27	13.60
	After 3900 hrs worked	13.40	13.74	14.08
Receptionist	Start	10.50	10.76	11.03
	After 488 hrs worked	11.50	11.79	12.08
	After 1950 hrs worked	11.95	12.25	12.56
	After 3900 hrs worked	12.40	12.71	13.03
Server	Start	10.50	10.76	11.03
	After 488 hrs worked	11.50	11.79	12.08
	After 1950 hrs worked	11.95	12.25	12.56
	After 3900 hrs worked	12.40	12.71	13.03

**RESPONSIBILITY PAY**

**Effective January 1<sup>st</sup>, 2007:** The Midnight Housekeeper designated in charge of the residence for four (4) hours or more shall be paid an allowance of fifty cents (50¢) per hour.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Linda Wong, Human Resources Consultant

\_\_\_\_\_  
Katherine Dyson, Bargaining Committee Chair

\_\_\_\_\_  
Mark Ketler, Executive Director

\_\_\_\_\_  
Lily Idler, Bargaining Committee

\_\_\_\_\_  
Brad Litton, Director of Food Services

\_\_\_\_\_  
Lori Schlosser, Bargaining Committee

\_\_\_\_\_  
Stacey Baker, Activity Director

\_\_\_\_\_  
Barbara Offen, Staff Representative  
Negotiations

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