

COLLECTIVE AGREEMENT

between the

THE EAGLE BLUFF LODGE INC.

and the

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

Effective from April 1, 2008 to March 31, 2009

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DEFINITIONS

"*Bargaining Unit*" - is the unit for collective bargaining described in the certification issued by the Labour Relations Board on January 24, 2008, covering employees of the Employer for whom the BC Government and Service Employees' Union is the bargaining agent.

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

"*Child*" - is deemed to include a ward of the superintendent of Child Welfare, or a child of a spouse.

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

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

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

- (a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed 488 hours.
- (b) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (1) paid leave relief
 - (2) unpaid leave relief
 - (3) temporary increase of workload

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

"*Employer*" - means Eagle Bluff Lodge Inc. at 7317 McMillan Road, Sooke, BC.

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

"*Layoff*" - means a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. Where the Employer intends to reduce regular part-time hours of two or more employees, the matter will be discussed with the Labour/Management Committee prior to the implementation of the reduction.

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

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

"*Spouse*" - means your spouse must be legally married to you, or be your partner of the opposite sex or of the same sex who has been publicly represented as your spouse for at least the last twelve (12) months. For these purposes, the employee may have only one spouse at a time.

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) To make provision for the mutual benefit of the parties, for the orderly and expeditious settlement of all matters of collective bargaining including but not limited to wages, hours of work and adjustment of grievances.
- (b) To improve the quality of services provided by the Employer and to that end to continue an effective working relationship with its employees and the Union.
- (c) To encourage efficiency in operations.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Singular and Plural

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

1.4 Human Rights

The parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.1 Bargaining Agent Recognition

The Employer recognizes the BC Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

2.2 No Other Agreement

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

2.3 Union and Employer Representation

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

2.4 Correspondence

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

2.5 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to staff representatives or shop stewards when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) When access is required for such purposes as set out in (a), the union representative will notify the Employer in advance.
- (c) Any investigation as set out in (a) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employees neglecting their work duties and responsibilities.

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards and/or alternates to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and/or alternates and agrees to advise the Employer in writing of any change of steward and/or alternate as soon as possible.

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

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

The duties of the steward shall include:

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

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

2.7 Union Bulletin Board

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

2.8 Union Insignia and Union Shop Card

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Leave for 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. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (1) to elected or appointed representatives 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 required them to leave the general work area;
- (3) to employees called by the Union to appear as witnesses before an Arbitration Board, the Labour Relations Board of BC or the Union Grievance Appeal Committee, provided the dispute involves the Employer; or
- (4) to a maximum of three (3) employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than six (6) months.

(b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits 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.

2.11 No Union 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.

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership subject to the provisions of Section 15 of the *Labour Relations Code of British Columbia*.

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:
 - (1) the amounts deducted from each employee;
 - (2) the employee's Social Insurance Number;
 - (3) classification and rate of pay;
 - (4) number of hours worked during the period covered.
- (e) For the duration of this Agreement, no other trade 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.
- (f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

ARTICLE 6 - EMPLOYER RIGHTS

The Union agrees that the management of the Employer's business and the direction of its working forces, including, but not limited to, hiring, firing, promotion, demotion, classification, reclassification, scheduling and evaluation of employees is vested solely with the Employer except as may be otherwise specifically provided in this agreement.

All rights and functions of the Employer shall be retained unless modified by this Agreement. 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.

The Employer may establish and enforce rules of conduct and procedures to be observed by the employees provided that such rules are not in breach of the specific provisions of the Agreement.

In the exercise of management rights, the Employer will not treat an employee in an unfair and discriminatory manner and will observe the provisions of this Agreement at his/her place of business.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Membership Information

- (a) The Employer agrees to provide to the Union twice a year, January and July, a list of all union members, their current job classification and addresses, current phone numbers 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.

7.2 Employee Attendance at Staff Meetings

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.

7.3 Joint Labour/Management Committee

A Labour/Management Committee shall be established, consisting of one (1) employee appointed by the Union and one (1) representative of the Employer. On the written request of any of its member(s), the Labour/Management Committee shall meet at least once every six (6) months, or at the request of either party, during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Labour/Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. The Committee shall have the power to make recommendations to the Union and the Employer with respect to issues relating to the workplace that affect the parties or any employees bound by this Agreement. Employees shall not suffer any loss of basic pay while attending meetings of this Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award, including the question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, suspension or discipline of an employee bound by this Agreement.
- (b) 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 his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee or the Union may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where 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 no later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which he/she reasonably should have become 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 or union may present a grievance at this level by:
 - (1) recording the 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 the grievance through the union steward, to the designated local supervisor.
- (b) The local supervisor shall:
 - (1) sign and date the grievance as received at Step 2, and;
 - (2) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2.

8.5 Time Limit to Respond at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union area staff representative 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 twenty-one (21) days of receiving the grievance at Step 2 to the union staff representative.
- (c) The President of the Union, his/her designate, or the Employer may present a grievance at Step 2.

8.6 Time Limits to Submit to Arbitration

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

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

8.7 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the Union agrees to meet with the Employer prior to the Union filing the grievance directly at arbitration within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) 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 2 of the grievance procedure within (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

8.8 Deviation from Grievance Procedure

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

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

8.9 Technical Objections to Grievances

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

8.10 Amending Time Limits

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

8.11 Policy Grievances

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

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

ARTICLE 9 - ARBITRATION

9.1 Notice of Intent to Arbitrate

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure notify the other party within twenty-one (21) days of the receipt, or due date, of the reply at Step 2, of its desire to submit the difference or allegation to arbitration.

9.2 Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have ten (10) working days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code of British Columbia*.

9.3 Single Arbitrator Procedure

The Arbitrator may determine his/her own procedure in accordance with the *Labour Relations Code of British Columbia* and shall give full opportunity to all parties to present evidence and make

representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

9.4 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. 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 the decision, which he/she shall make every effort to do within seven (7) days of receipt of such application. This procedure shall be used for clarification purposes only and not to introduce new issues.

9.6 Expenses of Arbitrator

Each party shall pay one-half (½) 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 agreement of the parties but the same must be in writing.

9.8 Expedited Arbitration

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 location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (e) the Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (f) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (g) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (h) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (i) the expedited arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

ARTICLE 10 - DISCIPLINE

10.1 Discipline

(a) *Burden of Proof*

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

(b) *Probationary Period*

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.

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, suspension notices, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution shall become part of his/her personnel record. 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 at the time of filing.

10.4 Personnel File

(a) 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, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.

(b) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be not later than seven (7) days after notice is given.

10.5 Right to Have Steward Present

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 has the right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward, staff representative or alternate present at any disciplinary discussion with supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.

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

10.6 Employment Abandoned

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

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 hours worked since the most recent date of employment with the Employer including service with the Employer prior to certification or recognition with the Union. Upon appointment to regular status, employees will be credited any seniority hours accrued as a casual employee.

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

11.2 Accrual and Loss of Seniority

(a) Accrual

Seniority shall accrue on the basis of completed hours worked excluding overtime hours. When determining what hours are counted as working hours, the following shall apply:

- (1) any time off paid for by the Employer;
- (2) pregnancy, parental, and adoption leave as per Article 22;
- (3) time off as the result of any injury or illness, which is proven to be work-related, shall be counted as time worked;
- (4) time off as per Article 21 (e.g., unpaid leave, union business) to a maximum of thirty (30) calendar days per calendar year.

(b) Loss

An employee shall lose seniority on occurrence of the following:

- (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 twelve (12) months;
- (4) he/she abandons his/her position in accordance with Article 10.7;
- (5) he/she is on layoff and fails to report when recalled for work of an ongoing nature during the time period set out in Article 13.1(d).

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

12.1 Layoff

In the event of a layoff, the following shall apply:

- (a) Employees shall be laid off in reverse order of seniority.
- (b) 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 Employer.
- (c) A laid off regular employee may opt to be placed on the casual seniority list in order of seniority hours, for available casual work assignments in any job classification for which he/she has the qualifications to perform. A regular employee would not lose their regular status in this event. Assignment to the casual list does not prevent recall to a regular position if it becomes available.
- (d) Employees on layoff shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.
- (e) After three (3) continuous months of employment, the Employer must provide one (1) week's notice of layoff or wages in lieu; after twelve (12) months continuous employment, two (2) weeks' notice or wages in lieu, and after three (3) years of employment, three (3) weeks' notice or wages in lieu, plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
- (f) In the event of layoff and recall pursuant to this article, consultation will occur through the Joint Labour/Management Committee established in Clause 7.5.

ARTICLE 13 - HOURS OF WORK

13.1 Hours of Work for Regular Employees

(a) *Continuous Operation*

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

(b) *Hours of Work*

The hours of work of a regular full-time employee will normally be eight (8) hours per day, inclusive of a paid meal period, and an average of forty (40) hours per week.

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

13.2 Scheduling

- (a) A regular employee will not be required to work more than five (5) consecutive shifts without receiving a minimum of two (2) consecutive days off, unless otherwise agreed between the Employer and the employee.
- (b) The Employer will schedule the times of all on-duty and off-duty shifts, including statutory holidays, and post the schedule at least seven (7) calendar days in advance of the effective date.
- (c) Where the Employer plans to implement a significant change in the shift schedules of regular employees which affect a majority of employees involved in the rotation, the Employer will explain and

discuss the changes with the employees affected and the shop steward of the bargaining unit, prior to the implementation of the changes.

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

ARTICLE 14 - PAID HOLIDAYS

14.1 Paid Holidays

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

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

Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments shall also be a paid holiday.

14.2 Holidays Falling on a Scheduled Work Day

- (a) Subject to Clause 17.5, a regular employee who works on any of the above noted holidays shall be compensated at one and one-half times ($1\frac{1}{2}x$) the straight-time rate, plus a day off in lieu.
- (b) Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.
- (c) An employee may by mutual agreement abut up to three (3) lieu days to scheduled vacation. Such request shall not be unreasonably withheld.
- (d) An employee cannot accumulate more than five (5) lieu days in any period of time.

14.3 Holiday Coinciding With a Day of Vacation

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

14.4 Christmas or New Year's Day Off

An employee working Christmas or New Year's Day shall be paid double-time and one-half ($2\frac{1}{2}x$) and a day in lieu for time worked.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) *Overtime* - means work performed by an employee in excess or outside his/her regularly scheduled hours of work as per Article 13.1.
- (b) *Straight-time Rate* - means the hourly rate of remuneration for employees.
- (c) *Time and One-half* - means one and one-half times ($1\frac{1}{2}x$) the straight-time rate.
- (d) *Double-time* - means two times ($2x$) the straight-time rate.
- (e) *Double-time and One-half* - means two and one-half times ($2\frac{1}{2}x$) the straight-time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to the applicable overtime rate when the overtime worked is authorized in advance by the Employer.

15.3 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) Time and one-half (1½x) the hourly rate of pay for the first three (3) hours worked in excess of eight (8) hours.
- (b) Time and one-half (1½x) the hourly rate of pay for all hours worked on a day of rest, except as agreed to pursuant to Clause 13.2(a).
- (c) Double-time (2x) the hourly rate of pay for hours worked in excess of eleven (11) hours in a day.

15.4 Overtime for Part-Time Employees

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

15.5 Call Back

Employees who are called back to work within the same calendar day, shall be paid a minimum of four (4) hours pay at the straight-time rate, or at the applicable overtime rate for all hours worked, whichever is greater.

ARTICLE 16 - ANNUAL VACATION

16.1 Vacation Pay

All employees shall be paid four percent (4%) of the employees' total wages during the year of employment entitling the employee to the vacation pay. The employee may elect to have this vacation pay paid monthly or annually. Subject to operational requirements, an employee shall be entitled to take two (2) weeks off in each calendar year for the purpose of vacation.

ARTICLE 17 - ILLNESS AND INJURY

17.1 Return to Work Following Illness or Injury

- (a) 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.

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

17.2 Employee to Inform Employer

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

ARTICLE 18 - SPECIAL AND OTHER LEAVE

18.1 Bereavement Leave

(a) A regular employee will be granted up to two (2) days bereavement leave without loss of pay in the event of the death of a member of his/her immediate family. Such leave must be taken at the time of death.

In the event of the death of the regular employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the regular employee shall be entitled to one (1) days bereavement leave without loss of pay.

(b) *Immediate Family* - shall include the regular employee's mother, father, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of another relative or friend the Employer shall grant time off without pay to attend the funeral service.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(e) The Employer has the right to request evidence to substantiate the employee's request for leave pursuant to this clause.

18.2 Court Attendance

Employees covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal on behalf of Eagle Bluff Inc, shall be paid based on straight-time regularly scheduled hours at the appropriate hourly rate.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.1 Statutory Compliance

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

19.2 Injury Pay Provision

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

19.3 Transportation of Accident Victims

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

19.4 Health and Safety Committee

- (a) The Employer and the Union agree to establish a Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the *Workers' Compensation Act*, to be comprised of one (1) worker representative and one (1) employer representative.
- (b) This Committee shall hold regular meetings, during normal work hours, on a quarterly basis and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer and the Union.
- (c) This Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers' Compensation Act*.

19.5 Investigation of Accidents

The OSH Committee shall be notified of each accident or injury and shall conduct an Accident Investigation pursuant to the *Workers' Compensation Act*.

19.6 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.

ARTICLE 20 - TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Union concerning technological change shall be in accordance with the *Labour Relations Code*, Section 54.

ARTICLE 21 - CONTRACTING OUT

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

ARTICLE 22 - PAYMENT OF WAGES

22.1 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The rates of pay negotiated by the parties to this Agreement are recorded in Appendix 1.

22.2 Paydays

All employees shall be paid biweekly.

22.3 Payment of Wages Upon Termination, Layoff or Resignation

When an employee resigns, is laid off, or his/her services are terminated, the Employer shall pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.

22.4 Substitution

An employee who is designated by the Employer to substitute in a higher paying position and is performing the principal duties of the higher paying position, either within the bargaining unit or in an exempt position, shall be entitled to be paid at the rate of salary of the higher paid positions.

22.5 Mileage Allowance

For occasions when an employee is authorized to use his/her own vehicle while on the Employer's business, reimbursement of fifty cents (50¢) per kilometre will be provided.

ARTICLE 23 - GENERAL CONDITIONS**23.1 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.
- (c) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
 - (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
 - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
 - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.

23.2 Employer Property

Employees must return to the Employer all Employer property in their possession at the time of termination of employment.

23.3 Copies of Agreement

The Union and the Employer desires 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 and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff. The full cost of this shall be borne by the Union.

23.4 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing, personal use items, or possessions are damaged by a resident, or person in the care or custody of the Employer, the Employer shall pay for the repair or replacement costs of the items, provided such personal possessions are of a type suitable for use while on duty.

ARTICLE 24 - DURATION OF AGREEMENT**24.1 Duration**

This Agreement shall be for the period from April 1, 2008 up to and including March 31, 2009.

24.2 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 31, 2009 but in any event, no later than midnight on March 31, 2009.
- (b) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the designated Manager for Eagle Bluff Lodge.
- (c) Where no notice is given by either party prior to March 31, 2009, both parties shall be deemed to have been given notice under this article on March 31, 2009.

24.3 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.

24.4 Agreement to Continue in Force

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

24.5 Effective Date of Agreement

The provisions of this Agreement shall come into force and effect on April 1, 2008.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER**

George Heyman
President

Ming Yang-Chung, President
Eagle Bluff Incorporated

Mandy Truman
Bargaining Committee

Jennifer Stuart
Bargaining Committee

Dan Rowe
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX 1
WAGE RATES**

Wage rates for the following classifications will be as follows:

Title	2008
Registered Care Aid	17.00
Cook	13.39
Support Worker	11.00

**APPENDIX 2
BARGAINING UNIT EXCLUSIONS**

The parties agree that the following positions are excluded from the bargaining unit:

Licensed Practical Nurse, Manager.

MEMORANDUM OF UNDERSTANDING # 1

between

Eagle Bluff Lodge Inc

and

THE BC GOVERNMENT AND SERVICE EMPLOYEES UNION

REGARDING THE CONTEMPLATED CLOSURE OF

THE EAGLE BLUFF LODGE FACILITY

This will acknowledge that the parties have discussed the likelihood of the closure of Eagle Bluff Lodge located at 7317 McMillan Road, Sooke, BC on January 15, 2009. In the event of closure, the parties agree that all applicable provisions of the *BC Labour Relations Code* shall apply.