

**COLLECTIVE AGREEMENT**

**between the**

**LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY**

**and the**

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

**Effective from September 1, 2008 to September 30, 2011**

**TABLE OF CONTENTS**

**DEFINITIONS ..... 1**

**ARTICLE 1 - PREAMBLE..... 3**

1.1 Purpose of Agreement ..... 3

1.2 Application of This Agreement..... 3

1.3 No Other Agreement ..... 3

1.4 Effective Date of Agreement..... 3

1.5 Duration of Agreement..... 3

1.6 Copies of Agreement..... 3

1.7 Terms Used in Agreement..... 3

1.8 Future Legislation Affecting Agreement ..... 3

1.9 No Interruption of Work during Agreement..... 4

1.10 Elimination of Mandatory Retirement ..... 4

**ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS ..... 4**

2.1 General Provisions ..... 4

2.2 Specific Provisions ..... 4

**ARTICLE 3 - UNION RECOGNITION AND RIGHTS ..... 4**

3.1 Bargaining Agent Recognition..... 4

3.2 Bargaining Unit Composition ..... 4

3.3 Recognition and Rights of Stewards ..... 4

3.4 Time Off for Union Business ..... 5

3.5 Right to Refuse to Cross Picket Lines..... 5

3.6 Union Insignia..... 5

3.7 Right to Have Steward Present..... 5

3.8 No Discrimination for Union Activity ..... 6

**ARTICLE 4 - UNION SECURITY ..... 6**

4.1 Union Membership ..... 6

4.2 Check-off of Union Dues and Assessments..... 6

**ARTICLE 5 - EMPLOYER-UNION RELATIONS ..... 7**

5.1 Union and Employer Representation ..... 7

5.2 Union Representatives..... 7

5.3 Correspondence ..... 7

5.4 Bulletin Boards ..... 7

5.5 Emergency Services..... 7

**ARTICLE 6 - EMPLOYMENT POLICY..... 7**

6.1 Vacancy Postings..... 7

6.2 Appointments..... 8

6.3 Job Selection Disputes..... 8

6.4 The Employer and Union to Acquaint New Employees ..... 8

6.5 Probationary Period ..... 8

6.6 Performance Evaluation ..... 9

6.7 Upgrading Qualifications ..... 9

6.8 Employee Parking..... 9

6.9 Employment Related Legal Action ..... 9

6.10 Special Employment..... 10

6.11 Uniforms or Special Clothing..... 10

6.12 Non-related Duties..... 10

<b>ARTICLE 7 - SENIORITY .....</b>	<b>10</b>
7.2 Seniority List.....	10
7.3 Loss of Seniority.....	11
<b>ARTICLE 8 - HOURS OF WORK AND WORK SCHEDULES.....</b>	<b>11</b>
8.1 Annual Hours of Work .....	11
8.2 Work Schedules .....	11
8.3 Rest Periods .....	11
8.4 Meal Periods .....	12
8.5 Shift Differential.....	12
8.6 Notice of Shift Schedules .....	12
8.7 Time Sheet Records.....	12
8.8 Changes to Shift Pattern .....	12
8.9 No Guarantee of Number of Hours Worked.....	12
8.10 Exchange of Shifts.....	12
<b>ARTICLE 9 - SALARIES AND ALLOWANCES.....</b>	<b>12</b>
9.1 Salary Rates .....	12
9.2 Wage Payment.....	12
9.3 Wage Payment on Termination.....	13
9.4 Vehicle Allowance.....	13
9.5 Work at a Higher Wage Rate .....	13
9.6 Meal and Transportation Allowances .....	13
9.7 Cellular, Telephone and Pager Allowance for Caretakers .....	13
9.8 Private Vehicle Damage .....	13
9.9 Maternity Leave Allowance .....	14
9.10 Parental Leave Allowance.....	14
9.11 First Aid .....	14
<b>ARTICLE 10 - OVERTIME .....</b>	<b>14</b>
10.1 Authorization and Application of Overtime .....	14
10.2 Overtime Entitlement.....	14
10.3 Overtime Compensation.....	14
10.4 Right to Refuse Overtime.....	14
10.5 Recording of Overtime .....	14
10.6 No Layoff to Compensate for Overtime .....	15
10.7 Overtime for Part-time Employees .....	15
10.8 Rest Interval after Overtime .....	15
10.9 Overtime for Callout.....	15
10.10 Overtime Meal Allowance .....	15
<b>ARTICLE 11 - GENERAL HOLIDAYS.....</b>	<b>15</b>
11.1 Paid Holidays .....	15
11.2 Holidays Falling on Saturday or Sunday .....	16
11.3 Holiday Falling on a Day of Rest.....	16
11.4 Holiday Falling on a Scheduled Workday .....	16
11.5 Holiday Coinciding with a Day of Vacation.....	16
11.6 Christmas or New Year's Day Off.....	16
11.7 Eligibility .....	16
<b>ARTICLE 12 - ANNUAL VACATIONS.....</b>	<b>16</b>
12.1 Vacation .....	16
12.2 Vacation Scheduling.....	17
12.3 Vacation Carryover.....	18
12.4 Salary Payment .....	18

12.5	Leave during Vacation.....	18
12.6	Call Back from Vacation .....	18
<b>ARTICLE 13</b>	<b>- LEAVES OF ABSENCE.....</b>	<b>18</b>
13.1	Special Leaves .....	18
13.2	Leave for Medical and Dental Care .....	19
13.3	Maximum Leave Entitlement.....	19
13.4	Bereavement Leave .....	19
13.5	Leave for Court Appearances.....	19
13.6	Educational and Training Leaves.....	20
13.7	Leave for Writing Examinations .....	20
13.8	Full-time Union or Public Duty Leave.....	20
13.9	General Leave .....	20
13.10	Elections.....	20
<b>ARTICLE 14</b>	<b>- HEALTH AND WELFARE BENEFITS .....</b>	<b>21</b>
14.1	Basic Medical Insurance.....	21
14.2	Extended Health Care Plan.....	21
14.3	Dental Plan.....	21
14.4	Group Life Insurance.....	21
14.5	Long Term Disability Plan .....	21
14.6	Medical Examination.....	22
14.7	Health and Welfare Plan Documents .....	22
14.8	Report Inability to Work.....	22
<b>ARTICLE 15</b>	<b>- SICK PLAN.....</b>	<b>22</b>
15.1	Sick Days .....	22
<b>ARTICLE 16</b>	<b>- LAYOFF AND RECALL .....</b>	<b>22</b>
16.1	Layoff and Recall Procedure .....	22
<b>ARTICLE 17</b>	<b>- SUSPENSION AND DISMISSAL.....</b>	<b>23</b>
17.1	Suspension .....	23
17.2	Dismissal.....	23
17.3	Dismissal for Abandonment of Position .....	23
17.4	Burden of Proof .....	23
<b>ARTICLE 18</b>	<b>- RESOLUTION OF GRIEVANCES.....</b>	<b>23</b>
18.1	Grievance Recognition .....	23
18.2	Grievance Procedure.....	23
18.3	Time Limit to Submit to Arbitration.....	24
18.4	Failure to Act .....	24
18.5	Amending Time Limits .....	24
18.6	Deviation from Grievance Procedure.....	24
18.7	Technical Objections to Grievances.....	24
18.8	Policy Grievance.....	24
18.9	Right to Grieve Other Disciplinary Action .....	25
18.10	Suspension or Dismissal Grievances .....	25
18.11	Personnel File Access.....	25
<b>ARTICLE 19</b>	<b>- ARBITRATION.....</b>	<b>25</b>
19.1	Notification .....	25
19.2	Assignment of a Single Arbitrator.....	25
19.3	Decision of the Arbitrator.....	26
19.4	Disagreement on Decision.....	26
19.5	Expenses of Arbitration Board .....	26

19.6	Amending Time Limits .....	26
<b>ARTICLE 20</b>	<b>- OCCUPATIONAL HEALTH AND ACCIDENT PREVENTION .....</b>	<b>26</b>
20.1	Statutory Compliance .....	26
20.2	Safety Committees.....	26
20.3	Unsafe Working Conditions .....	26
20.4	Injury Pay Provision .....	26
20.5	Transportation of Accident Victims.....	26
20.6	Investigation of Accidents .....	26
20.7	Safety Footwear .....	27
20.8	Deputy Fire Safety Director .....	27
20.9	Resident Caretaker Special Training.....	27
<b>ARTICLE 21</b>	<b>- CONTRACTING OUT.....</b>	<b>27</b>
<b>ARTICLE 22</b>	<b>- GENERAL PROVISIONS .....</b>	<b>27</b>
22.1	Municipal and School Board Offices .....	27
22.2	Federal and Provincial Offices .....	27
22.3	Harassment.....	27
22.4	Donor Leave.....	28
22.5	Labour Management Committee.....	28
22.6	Use of Compounds .....	28
<b>ARTICLE 23</b>	<b>- EXPIRATION OF AGREEMENT .....</b>	<b>28</b>
23.1	Notice to Bargain .....	28
23.2	Commencement of Bargaining.....	29
23.3	Agreement to Continue in Force .....	29
23.4	Exclude Section 50 of the Labour Relations Code .....	29
<b>APPENDIX A</b>	<b>- Re: Wages .....</b>	<b>30</b>
<b>APPENDIX B</b>	<b>- Re: Casual Employees.....</b>	<b>30</b>
<b>APPENDIX C</b>	<b>- Re: Casual Employees Call-in.....</b>	<b>31</b>
<b>APPENDIX D</b>	<b>- Re: List of Arbitrators .....</b>	<b>32</b>
<b>LETTER OF UNDERSTANDING #1</b>	<b>- Re: Four Day Workweek for Office Personnel.....</b>	<b>33</b>
<b>LETTER OF UNDERSTANDING #2</b>	<b>- Re: Group Registered Retirement Savings Plan.....</b>	<b>33</b>

**DEFINITIONS**

For the purpose of this Agreement:

1. "*Assembly point*" means the location where an employee is scheduled to report to work.
2. "*Bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 6, 1999.
3. "*Basic pay*" means the rate of pay negotiated by the parties to this Agreement for each classification.
4. "*BCGEU*" means the B.C. Government and Service Employees' Union.
5. "*LLSCHS*" means Langley Lions Senior Citizens Housing Society, the Employer.
6. "*Child*" means a person under the age of majority, for the purposes of Clause 14.4 and Article 15, and shall be deemed to include a ward of the superintendent of child welfare, or a child of a spouse.
7. "*Employer*" means the Langley Lions Senior Citizens Housing Society.
8. "*Continuous employment*" or "*continuous service*" means uninterrupted employment with the Employer subject to the provisions of Clause 8.1.
9. "*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 days that the employee is on leave of absence.
10. "*Days*" means calendar days unless specified otherwise.
11. "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
12. "*Double-time*" means twice the straight-time rate.
13. "*Double-time and one-half*" means two and one-half times the straight-time rate.
14. "*Emergency nature*" means fire, flood, loss of heat, danger to health, life or property.
15. "*Employee*" means a member of the bargaining unit and includes:
  - (a) "*Regular full-time employee*" means an employee employed for work which is of a continuous full-time nature.
  - (b) "*Regular part-time employee*" means an employee employed for work which is of a continuous part-time nature or on a continuous call-in basis.
  - (c) "*Short-term employee*" means an employee hired to cover emergencies, to cover absences of regular full-time and regular part-time employees, or an employee hired for an assignment to last a specified period of time not to extend past three months from the date of hire unless approval is given by the parties.

- "Employee" does not include incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement, or by the *Labour Code* of British Columbia.
16. "*Field*" means all places of work other than the work centre.
  17. "*Geographic region*" is defined as Langley City.
  18. "*Holiday*" means the 24 hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
  19. "*Hours of operation*" are the hours established by the Employer to carry out its functions.
  20. "*Layoff*" is a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer. Employees will be recalled in accordance with Article 17.
  21. "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
  22. "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
  23. "*Lieu day*" means a day in place of another day with the same number of regular time hours.
  24. "*Local*" means the bargaining unit.
  25. "*Overtime*" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
  26. "*Probation*" means that period of time to determine an employee's suitability to the job, as specified in Clause 6.5.
  27. "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
  28. "*Red-circling*" means the freezing of an employee's salary (no reduction or increase).
  29. "*Relocation*" means the movement of an employee's residence as necessitated by a transfer or a promotion.
  30. "*Resignation*" means a voluntary notice by the employee that he/she is terminating his/her service on a specified date.
  31. "*Rest period*" is a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
  32. "*Seniority*" means the length of continuous service as a regular employee of the Employer.
  33. "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
  34. "*Straight-time rate*" means the hourly rate of remuneration.
  35. "*Technological change*" means the introduction of equipment of a different nature and kind than that which was previously used by the Employer in its work or business, which necessitates a change in the employment status of one or more employees.

- 36. "*Termination*" is the separation of an employee from the Employer for cause.
- 37. "*Transfer*" refers to the movement of an employee from one position to another, which does not constitute a demotion or promotion.
- 38. "*Travel status*" with respect to an employee, means travel outside a circle with a radius of 64 kilometres from his/her normal assembly point on employer business with the Employer's approval. Travel status does not apply to employees temporarily assigned to a position outside the 64 kilometre range.
- 39. "*Union*" means the B.C. Government and Service Employees' Union.
- 40. "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.

**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.

**1.2 Application of This Agreement**

This Agreement applies to the employees in the bargaining unit as defined in the certification issued by the Labour Relations Board, dated October 6, 1999.

**1.3 No Other Agreement**

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

**1.4 Effective Date of Agreement**

The provisions of this Collective Agreement, except where otherwise stated, shall come into full force and effect upon signing of this Agreement.

**1.5 Duration of Agreement**

This Agreement shall be binding and remain in effect to midnight, September 30, 2011.

**1.6 Copies of Agreement**

The Union and Employer want employees in the bargaining unit to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement for distribution to employees.

**1.7 Terms Used in Agreement**

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

**1.8 Future Legislation Affecting Agreement**

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.

### **1.9 No Interruption of Work during Agreement**

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee during the period of this Collective Agreement. The Employer also agrees that there shall be no lockout during the period of this Collective Agreement.

### **1.10 Elimination of Mandatory Retirement**

Where mandatory retirement at age 65 is eliminated by legislation in British Columbia, the Employer agrees to adhere to the legislation.

## **ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS**

### **2.1 General Provisions**

Subject to the provisions of this Agreement, all rights, powers and authority are retained solely and exclusively by the Employer, and remain without limitation within the rights of Management.

### **2.2 Specific Provisions**

Subject to the provisions of this Agreement, for greater certainty, but without limiting the generality of the foregoing, the Employer reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire employees from any source; to direct and schedule its workforce; to promote, demote, transfer and layoff employees; to discipline and dismiss employees for just cause, determine job content and conduct performance evaluations; assign work; determine qualifications, ability and merit of employees; establish methods, process and means of performing work; to require employees to work overtime; make, establish, publish and enforce reasonable rules and regulations governing the conduct of employees, for the promotion of safety, efficiency and discipline and for the protection of the employees and the Employer's facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; to establish, expand, reduce, alter, consolidate or abolish any position, job classification or department; to create new Management and confidential capacity positions which shall be excluded from the bargaining unit; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the workforce.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit as described in Clause 1.2 of this Agreement.

### **3.2 Bargaining Unit Composition**

In the event the Employer establishes a new position covered by this Collective Agreement, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within 21 days of notification.

### **3.3 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select two stewards and one alternate.
- (b) The Union agrees to provide the Employer with the name of the stewards.

(c) The steward shall obtain the permission of her immediate Supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of regular straight-time pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her Supervisor.

(d) The duties of stewards shall be defined as:

- (1) investigation of complaints by employees of an urgent nature;
- (2) supervision of ballots boxes during ratification votes covering this Agreement where the ratification vote is held on the Employer's premises.

### **3.4 Time Off for Union Business**

(a) *Without pay* - leave of absence without pay and without loss of seniority will be granted:

- (1) for an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the body designated by the relevant labour legislation.

(b) *Without pay* - Unpaid leave of absence without loss of seniority will be granted to for up to two employees who are representatives of the Union to carry on negotiations with the Employer.

(c) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for wages and benefits including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence.

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

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined by the *Labour Code* of British Columbia. Any employee failing to report for duty, as a result of such refusal shall be considered to be absent without pay. 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.

### **3.6 Union Insignia**

(a) A union member shall have the right to wear or display on his/her person the recognized insignia of the Union.

(b) The Union agrees to furnish the Employer with one union shop card for the Administration Office. This card will be displayed prominently on the premises and will remain the property of the Union to be surrendered upon demand.

(c) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

### **3.7 Right to Have Steward Present**

(a) An employee shall have the right to have his/her steward present at any meeting with supervisory personnel, which is the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose

of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. Management has the right to have a board member present.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any meeting with supervisory personnel which is the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

### **3.8 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

(a) All employees in the bargaining unit who on October 6, 1999 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All new employees shall make application to join the Union within the first 15 days of employment, and shall retain their membership in the Union as a condition of employment.

### **4.2 Check-off of Union Dues and Assessments**

(a) The Employer shall, upon written authorization, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) The Employer shall, upon written authorization, 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 biweekly 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 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amount deducted from each employee. The Employer shall make available to the Union with each dues remittance the following information: Social Insurance Number, surname, first name, address, birth date, gross pay and month-to-date dues.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

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

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

**ARTICLE 5 - EMPLOYER-UNION RELATIONS**

**5.1 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 article the Union shall supply the Employer with the names of employees who are authorized to represent the Union as officers. 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.

**5.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to a union staff representative when meeting with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance, provided such visits are approved 24 hours in advance by the Employer.

(b) The union staff representative shall notify Management in advance of his/her intention and purpose for entering and shall not interfere with the operation of the branch, department or section concerned.

(c) In order to facilitate the orderly and confidential investigation of grievances, the Employer will provide to union representatives or stewards temporary use of an office or similar facility, where available.

**5.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union, or his/her designate.

**5.4 Bulletin Boards**

The Employer shall provide a bulletin board for the posting of union business.

**5.5 Emergency Services**

The parties recognize that in the event of a strike or lockout, as defined in the *Labour Code* of British Columbia, situations may arise of an emergency nature. To this end, the Employer and the Union agree to provide services of an emergency nature.

**ARTICLE 6 - EMPLOYMENT POLICY**

**6.1 Vacancy Postings**

Where the Employer decides to fill a bargaining unit vacancy, it will be posted in accordance with this article unless otherwise specifically agreed to by the Union:

(a) Vacancies for regular full-time or regular part-time positions within the bargaining unit shall be posted for five calendar days prior to the closing date. Such postings shall be placed on the Union bulletin board, and a copy sent to the Union.

(b) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate.

(c) The Employer shall fill posted regular positions within 60 days following the selection of a candidate.

(d) For Resident Caretaker vacancies, the actual location shall be specified. The successful applicant for the job posting shall not be eligible to apply for another job posting for a period of six months from the date of acceptance. Applications received from seniority rated applicants for jobs posted shall have preference over other applicants, providing competency and qualifications are reasonably equal.

## **6.2 Appointments**

The successful applicant will be determined on qualifications, knowledge, education, skills, experience, personal suitability and seniority. Where two or more applicants are equal, the one with the greater seniority will be selected.

## **6.3 Job Selection Disputes**

(a) An unsuccessful employee applicant may request an explanation from the Manager by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation.

(b) If a candidate wishes the reasons in writing, he/she must request them in writing within five working days of the date he/she received notification of the decision.

(c) The Manager will reply to the employee within five working days from receipt of the request.

(d) Where an employee feels he/she has been aggrieved by the job selection decision of the Employer, the employee may file a grievance in accordance with the grievance procedure as set out in Article 19 of this Agreement; such a grievance shall be initiated in writing at the third step of the grievance procedure within seven working days after the date of mailing of the Manager's reply.

## **6.4 The Employer and Union to Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect. Whenever a steward is employed in the same work centre as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. When operational requirements permit, 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 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership.

## **6.5 Probationary Period**

(a) It is understood that all new employees will be subject to a probationary period of up to six months 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 she has been appointed.

(b) When a vacancy is filled by an existing regular employee, the employee will be subject to a trial period of up to three months worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to her former position, she shall be returned to her former position and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of position shall be returned to her former position and wage or salary rate, without loss of seniority.

(c) The parties may by mutual agreement extend an employee's probationary period or trial period.

## 6.6 Performance Evaluation

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an employee to sign. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation form. An evaluation form shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.

## 6.7 Upgrading Qualifications

- (a) The Employer may require an employee to upgrade his/her skills or qualifications. In such a situation the cost of training and normal living and travel expenses, as laid down in this Agreement, will be borne by the Employer.
- (b) In order to encourage job-related self-improvement, the Employer may contribute to the cost of educational or training courses at recognized institutions. The degree of financial participation will depend on the value or appropriateness of the proposed course to the employee's present job or to his/her future growth. In cases where the proposed course is related to his/her ability to perform his/her present job, the Employer may subsidize up to 100% of the costs. If the course relates to the employee's future growth and/or promotional prospects within the Employer, up to 50% of the costs may be subsidized to a maximum of \$100 per employee per fiscal year.

Any regular employee, who has completed his/her probationary period, may apply in writing for educational assistance covering enrolment, tuition, examination fees and books, plus travel and living costs where appropriate. Applications for assistance should be submitted before registering for the course. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Employer may consider earlier reimbursement.

If an employee voluntarily terminates employment within 18 months of receiving educational assistance, he/she will be required to repay the amount of the assistance.

## 6.8 Employee Parking

During the time of this Agreement, the Employer will provide parking within a reasonable distance of their work centre for employees required to use a vehicle as a condition of employment.

## 6.9 Employment Related Legal Action

- (a) In the case of civil action, the Employer will support an employee where there has not been flagrant or wilful negligence and pay for any judgement against an employee arising out of the performance of his/her duties. Further, the Employer agrees to pay the legal costs incurred in the proceedings including those of the employee. Where there has been flagrant or wilful negligence on the part of the employee, the Employer may seek indemnity against the employee.
- (b) *Criminal Actions* - Where an employee is charged with an offence occurring during the performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) The Employer will provide legal services in the defence of any legal proceedings involving the employee so long as no conflict of interest arises between the Employer and the employee.

(d) 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 him.

### **6.10 Special Employment**

The Employer upon written application shall endeavour to provide special employment to employees who, through advancing years, temporary disablement, industrial injury or illness, become unable to perform their regular duties. The employment will take into consideration operational requirements, employee skill levels and health. Such employment will be established only if there is an operational need within the Employer.

Any issues arising from the application of this article may be discussed by the parties at the Labour Management Committee.

Employees may not subcontract his/her duties to others without the prior approval of Management.

### **6.11 Uniforms or Special Clothing**

Rainwear shall be made available to Caretakers.

The Employer shall provide each regular employee with one shirt and one vest and one nametag with an insignia of the Lodge for identification purposes. The clothing shall be mutually agreed to by the parties and shall, wherever possible, be union made and bear a recognized union label.

Additionally, the Employer shall provide each regular Caretaker and Cleaner with two pair of pants, one pair of shorts, two shirts and one pair of coveralls.

It is the responsibility of employees to care for the clothing. The Employer shall provide employees with a new shirt each calendar year. and such clothing will be replaced when worn out.

The employee will be charged the cost of misplaced or lost clothing on a pro rata basis.

Assisted living employees will be provided with special clothing as required, of which the Employer will maintain and launder.

### **6.12 Non-related Duties**

Employees shall not be required by the Employer to perform duties, which are not job related to the Employer's business.

No employee shall perform work requested by a tenant that is not job related to the Employer's business without prior approval of the Employer.

## **ARTICLE 7 - SENIORITY**

Upon completion of the probationary period an employee shall have the following seniority:

- (a) Full-time employees shall have seniority by date of his/her hire.
- (b) Part-time employees shall have seniority by date of his/her hire.

Should a part-time employee be appointed to a full-time position and upon successful completion of the probationary period, then hours shall be converted into days and then start date shall be backdated from the full-time date of hire.

### **7.2 Seniority List**

An up-to-date seniority list shall be posted on June 1st of each year. A copy of the list will be sent to the Union.

### 7.3 Loss of Seniority

An employee shall lose her seniority and shall be deemed to have terminated her employment in the event that:

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her employment;
- (c) she is on layoff for more than six months;
- (d) she abandons her position;
- (e) she is on layoff and fails to report for work within three calendar days after being notified of recall by registered mail or courier from the Employer;
- (f) she has been absent from work due to sickness, illness, ICBC or WCB claim for a period of more than 24 months.

## ARTICLE 8 - HOURS OF WORK AND WORK SCHEDULES

### 8.1 Annual Hours of Work

(a) *Office*

The hours of work will be Monday to Friday with a minimum of 28 hours per week and up to, but not exceeding, 40 hours per week and seven to eight hours per day.

Employees may be scheduled to work between 7:00 a.m. and 5:00 p.m. on a daily basis, except as mutually agreed between the Employer and the employee.

(b) *Resident Caretakers*

For Resident Caretakers the standard workweek shall consist of five shifts of eight hours during the normal workday and are deemed on call at times other than the normal workday. The resident caretaker shall have two consecutive days off in the workweek. The two consecutive days off shall commence at the end of the shift.

(c) *Assisted Living*

The standard workweek shall be either a five day or four day rotation from seven to twelve hours with two consecutive days off.

### 8.2 Work Schedules

The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date. In emergency situations beyond the Employer's control, the Employer may give less than two days' notice for a schedule change. Employees who are unable to report to their scheduled shift due to illness or an emergency must advise the Employer at the earliest possible time.

### 8.3 Rest Periods

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours but not more than six hours shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

#### **8.4 Meal Periods**

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift.
- (b) Employees who are required to eat their meals at their place of work, and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.
- (c) Meal breaks and rest periods will be scheduled with the efficiency of operations in mind.

#### **8.5 Shift Differential**

Employees working the afternoon shift (3 p.m. to 11 p.m.) shall be paid a shift differential of 50¢ per hour for the entire shift worked. Employees working the night shift (11 p.m. to 7 a.m.) shall be paid a shift differential of \$1 per hour for the entire shift worked.

#### **8.6 Notice of Shift Schedules**

The Employer shall post on the Employer's premises, at each location, a schedule stating each employee's name, starting and quitting times, workdays and days off. This schedule shall not be changed by the Employer without two working days previous notice being given to the employee affected.

#### **8.7 Time Sheet Records**

All employees may be required to submit a signed time sheet for time worked and premiums claimed. Employees who, by permission of the Employer, are permitted to "trade" working days shall record and claim the actual days worked and not the days scheduled for work.

#### **8.8 Changes to Shift Pattern**

Where the Employer desires to change any present shift pattern, or enlarge the workday by utilizing shifts, the parties shall discuss the merits and implementation procedures prior to the proposed effective date of such change.

#### **8.9 No Guarantee of Number of Hours Worked**

The foregoing provisions of this article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except an employee who reports to work as scheduled and/or instructed, shall be paid four hours wages at his regular hourly rate, if there is no work available.

#### **8.10 Exchange of Shifts**

Employees may exchange shifts with prior written authorization no less than 48 hours prior to the shift exchange. This provision is not to be used for ongoing exchanges between employees.

### **ARTICLE 9 - SALARIES AND ALLOWANCES**

#### **9.1 Salary Rates**

Salary rates are applicable as per Appendix A - Wages.

#### **9.2 Wage Payment**

- (a) The wages of all employees shall be paid every other Friday. A detailed statement showing the hours worked, the rate of pay, and an itemized list of deductions shall be given each employee at least every other payday. When the regular payday falls on a general or proclaimed holiday, the employee shall be paid wages up to and including the previous Saturday on the day immediately preceding such general or proclaimed holiday.

(b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

### **9.3 Wage Payment on Termination**

(a) Any employee who terminates his/her own employment shall receive all wages, vacation pay and all monies due from the Employer in full and be given a record of employment within six calendar days.

(b) In the event of the Employer terminating an employee's employment, such employee shall receive wages, vacation pay and all monies due from the Employer and record of employment upon termination.

### **9.4 Vehicle Allowance**

Employees required to use their private vehicles on employer business shall be paid 52¢ per kilometre. Payment of vehicle allowance will be on or around the 15<sup>th</sup> of the month following the occurrence.

### **9.5 Work at a Higher Wage Rate**

An employee who performs work that calls for a higher wage rate shall be paid the higher rate for those hours worked.

An employee who performs office relief will get paid the office assistant rate for all hours worked in the office.

### **9.6 Meal and Transportation Allowances**

Employees on travel status away from their geographic work centre shall be entitled to a meal allowance as follows:

Breakfast .....	\$10.50
Lunch .....	\$12.25
Dinner .....	\$21.25

Meal claims and transportation expenses shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the Employer.

"Travel Status" means travel outside a circle with a radius of 64 kilometres from his/her normal assembly point on employer business with the Employer's approval.

### **9.7 Cellular, Telephone and Pager Allowance for Caretakers**

(a) Cellular telephone and pager service shall be reimbursed monthly to Caretakers in the amount of \$25 per month. The basic phone line in the caretaker's unit will be paid by the Employer.

(b) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five minute telephone call home, to or within British Columbia for each night away.

### **9.8 Private Vehicle Damage**

Where an employee's vehicle is maliciously damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to \$300 dollars, provided the employee can provide the Employer with copies of a valid Police Report, and an ICBC Claim Statement.

### **9.9 Maternity Leave Allowance**

Maternity leave will be in keeping with the *Employment Standards Act* of BC.

### **9.10 Parental Leave Allowance**

Parental leave will be in keeping with the *Employment Standards Act* of BC.

### **9.11 First Aid**

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Level 1 Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

## **ARTICLE 10 - OVERTIME**

### **10.1 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when overtime worked is authorized in advance by the Manager.

### **10.2 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) The scheduled daily hours; or
  - (2) The agreed averaging period.
- (b) For the purpose of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by his/her normal scheduled hours of work during that same period of time.
- (c) Overtime shall be compensated in 30 minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.

### **10.3 Overtime Compensation**

Except for Resident Caretakers, overtime worked shall be compensated at the following rates:

- (a) Employees working more than eight hours in a day will be paid time and one-half for the first three hours of overtime and double-time for additional hours beyond the first three hours of overtime in one day.
- (b) Employees working more than 40 hours in a week will be paid time and one-half for the first eight hours of overtime and double-time for additional hours beyond 48 in one week.
- (c) Hours compensated under (a) above will not be compensated for in (b) above.

### **10.4 Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

### **10.5 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

**10.6 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**10.7 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 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 rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rate shall apply to hours worked in excess of (a) and (b) above.

**10.8 Rest Interval after Overtime**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his/her next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

**10.9 Overtime for Callout**

Other than Resident Caretakers, a person designated as being "*on call*" for the week will be provided an additional payment of \$25.

Employees called in to work prior to their shift or who are required to remain at the end of their scheduled shift shall be paid as per Clause 11.3 with a minimum of two hours paid after 30 minutes.

**10.10 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of his/her scheduled daily hours. He/she shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given. The overtime meal allowance shall be up to \$12 with an acceptable receipt.

(b) If an employee continues to work overtime beyond three hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon completion of every three hours worked thereafter.

(c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

**ARTICLE 11 - GENERAL HOLIDAYS****11.1 Paid Holidays**

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday (Victoria Day)	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(b) Any other holiday designated by the federal and provincial governments shall also be a paid holiday.

### **11.2 Holidays Falling on Saturday or Sunday**

For an employee whose work schedule is from Monday to Friday and when any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

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

When a paid holiday falls on an employee's day of rest, the employee shall have the option of either an additional day's pay or a paid day off in lieu of the holiday. The lieu day shall be scheduled at a time mutually agreed between the Employer and the employee.

### **11.4 Holiday Falling on a Scheduled Workday**

An eligible employee who works on a general holiday named in Clause 12.1 shall be compensated at the rate of time and one-half for all hours worked on the holiday plus a regular day's pay.

### **11.5 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.

### **11.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

### **11.7 Eligibility**

- (a) Employees must work the regularly scheduled day before and after such holiday except in case of an emergency or sickness at which time the Employer may require a medical certificate.
- (b) No employee shall receive holiday pay for a statutory holiday unless she was hired more than 30 calendar days immediately preceding the holiday and has worked 120 hours in the last 30 days.

## **ARTICLE 12 - ANNUAL VACATIONS**

### **12.1 Vacation**

- (a) "*Vacation year*"

For the purpose of this article a vacation year is to be based on anniversary year.

- (b) An employee earns, but is not entitled to receive, vacation leave during the first six months of continuous employment.
- (c) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows.

Completion of 1 - 2 years.....	10 days;
Completion of 3 - 5 years.....	15 days;
Completion of 6 - 9 years.....	20 days;
Completion of 10 or greater.....	25 days;

Vacation pay to be:

10 days .....	4% of gross wages earned
15 - 19 days.....	6% of gross wages earned
20 days .....	8% of gross wages earned
25 days .....	10% of gross wages earned

- (d) Regular part-time employees shall receive an annual entitlement of vacation time off with vacation pay at the rate of 4% of gross earnings from the employee's employment date or the date he/she last received vacation pay, whichever is the most recent.
- (e) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which the employee earns 10 days' pay.
- (f) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.
- (g) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service where employment commenced after July 1<sup>st</sup>.

## 12.2 Vacation Scheduling

- (a) The scheduling and taking of vacation shall be on a calendar year basis. The vacation entitlement available to an employee in a calendar year must be taken by December 31<sup>st</sup> with the approval of his/her supervisor.
- (b) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and his/her immediate supervisor.
- (c) Preference in the selection and allocation of vacation time shall be determined within each classification on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
- (d) Employee selection of vacation must be completed by March 1<sup>st</sup> of each year. Employer review and approval of vacation selection will be completed and posted by March 15<sup>th</sup> of each year.
- (e) An employee who does not exercise his/her seniority rights by March 1<sup>st</sup> of each year, shall not be entitled to exercise those rights in respect to any vacation time selected in keeping with this March 1<sup>st</sup> deadline by an employee with less seniority.
- (f) An employee who transfers to another classification after the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort, taking into account the needs of the operation, shall be made to grant vacation at the time of the employee's choice.
- (g) Employees will not normally select a vacation period that falls during the period of the 27<sup>th</sup> of one month through and including the 3<sup>rd</sup> of the month following unless a special request is made.

- (h) Employees when selecting vacation during prime time (July and August), must do so on the basis of two week increments.

### 12.3 Vacation Carryover

Employees may carry over up to five days vacation leave per year to be taken in the following year. This can be done every two years. Employees shall not receive pay in lieu of vacation except upon retirement or termination. All vacation time, including carryover must be scheduled and used prior to December 31<sup>st</sup>.

### 12.4 Salary Payment

- (a) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the pay statement forwarded to a mailing address supplied by the employee in writing, or
- (b) Once per calendar year, upon 10 days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period.
- (c) Payment for vacations will be made at an employee's basic salary except if an employee has been working in, and paid for, a higher-paid position than his/her regular position for a majority of his/her regular scheduled days during the 60 working days immediately preceding his/her vacation, in which case he/she shall receive the higher rate.

### 12.5 Leave during Vacation

When an employee is in receipt of Bereavement Leave, or Jury Duty or Sick Leave during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within three days of returning to work.

### 12.6 Call Back from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of an emergency nature.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by him/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

## ARTICLE 13 - LEAVES OF ABSENCE

### 13.1 Special Leaves

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
- (1) marriage of the employee.....three days;
  - (2) attending wedding of the employee's child.....one day;
  - (3) attending his/her formal hearing to become a Canadian citizen .....one day;
  - (4) Pallbearer .....one-half day;
- (b) Two weeks notice is required for leave under 14.1(a)(1)(2)(3).

- (c) For the purpose of the above leaves with pay, it will be only for the workday on which the situation occurs.
- (d) Employees who have submitted his/her resignation will not be eligible for any of the above leaves during the two week period prior to the last day of employment.

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

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, up to two hours of sick leave may be utilized for this purpose.

### **13.3 Maximum Leave Entitlement**

- (a) Leaves taken under Clauses 14.1 shall not exceed a total of five working days per calendar year.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

### **13.4 Bereavement Leave**

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to a leave of absence of three days, at his/her regular rate of pay, from the date of death to and including the day of the funeral or service. If necessary, an allowance for an additional two days with pay for travel will be granted. A maximum of three days leave will be granted if not attending funeral services. Proof of travel may be required.
- (b) Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law, grandchild, son-in-law, daughter-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 the employee's grandparent, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral or 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.

### **13.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.
- (h) The maximum amount of paid leave than an employee may receive under this clause is five days per annum.

### **13.6 Educational and Training Leaves**

- (a) When an employee is required to take a course by the Employer, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out-of-town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.
- (c) An employee may request a leave of absence for educational purposes. Requests for such leaves will be made in writing and will indicate the relationship of such employee education to the Employer's business. Reasonable notice will be provided by the employee to minimize the dislocation of staff. The Employer will entertain requests that directly relate to the needs of the business and will indicate to the employee in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld but will ensure that operational requirements are maintained.

### **13.7 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination.

### **13.8 Full-time Union or Public Duty Leave**

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees who seek election in a municipal, provincial or federal election, for a maximum period of 90 days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of three years;
- (c) For employees elected to a public office for a maximum period of five years.

### **13.9 General Leave**

- (a) An employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld. Employees who have been granted an unpaid Leave of Absence will not work for another employer during leave of absence without first obtaining authorization from the Manager.
- (b) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee shall not accumulate benefits or seniority from the 21<sup>st</sup> day of the unpaid leave to the last day of the unpaid leave.

### **13.10 Elections**

Any employee eligible to vote in a federal, provincial, or municipal election or referendum shall have four consecutive, clear hours during the hours in which the polls are open in which to cast his/her ballot.

**ARTICLE 14 - HEALTH AND WELFARE BENEFITS****14.1 Basic Medical Insurance**

100% Employer paid.

**14.2 Extended Health Care Plan***Extended Health Care Plan*

- (a) Employer to pay 100% of premiums.
- (b) Nil deductible
- (c) 100% reimbursement of semi-private hospital and emergency out of Canada expenses
- (d) 80% reimbursement of other eligible expenses which include:
  - (1) prescriptions
  - (2) vision care \$400/24 months
  - (3) \$500 per year paramedical
  - (4) unlimited physiotherapy
  - (5) custom made ortho shoes, hearing aids and private duty nursing
  - (6) other medically necessary services and supplies

**14.3 Dental Plan**

- (a) Employer to pay 100% of premiums.
- (b) Nil deductible
- (c) 100% Basic including endodontic, periodontic and surgical services
- (d) 50% for eligible Major Services including crowns, dentures and bridgework
- (e) Current Provincial Dental Association Fee Guide
- (f) Maximum \$1500 per year

**14.4 Group Life Insurance**

- (a) Employer to pay 100% of premiums.
- (b) One times per annual earnings
- (c) Terminates at age 80.

*Accidental Death*

- (a) Two times annual earnings
- (b) Terminates at age 80.

*Dependent Life Insurance*

- (a) \$5,000 for spouse

**14.5 Long Term Disability Plan**

- (a) Employees to pay 100% of premiums.
- (b) 66 2/3% of the first \$2,600 of monthly earnings, 50% of the next \$2,200 of monthly earnings, and 45% of the balance, up to a monthly maximum of \$5,000.
- (c) Terminates at age 65.

#### **14.6 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under the Short Term Illness and Injury Plan.

#### **14.7 Health and Welfare Plan Documents**

A copy of the master contracts with the carriers for the Extended Health Care, Dental and Group Life Insurance Plans shall be forwarded to the President of the Union.

#### **14.8 Report Inability to Work**

The Employee shall inform the Employer within one-half hour after commencement of shift of the Employee's inability to report to work because of illness or injury, unless the Employee can provide satisfactory evidence of his/her inability to report within that time, otherwise the Employee will be considered to be on leave without pay and subject to disciplinary action.

### **ARTICLE 15 - SICK PLAN**

#### **15.1 Sick Days**

- (a) 10 paid to be allocated on January 1<sup>st</sup> of each year, prorated for part-time employees.
- (b) Employee may cash in 50% of unused sick days not to exceed five days' pay at the end of each year.
- (c) The sick days will be taken in hours so as to each hour missing for a late or early departure will be docked.
- (d) Any sick leave taken for more than three consecutive days will be accompanied by a Doctor's certificate.
- (e) Employees may use their sick leave to care for an ill family member, not to exceed four days per calendar year.

### **ARTICLE 16 - LAYOFF AND RECALL**

#### **16.1 Layoff and Recall Procedure**

In the event of a layoff:

- (a) Permanent full-time and part-time employees shall be laid off by classification in reverse order of seniority.
- (b) An affected employee will have the following options:
  - (1) bump the least senior employee in the same classification provided that they have the skills, qualifications and demonstrated ability to perform the position;
  - (2) choose to go on the layoff list waiting recall;
  - (3) choose to terminate her employment and receive severance pay.
- (c) Bumping rights must be exercised within five working days of notification of layoff to the first affected person and three working days to any subsequent persons. Written notice will be provided to the employee and Union.

- (d) Employees on layoff shall be recalled in the reverse order of layoff subject to her ability to do the work available.
- (e) In the event of a permanent layoff, two weeks' notice will be given to an employee with less than three years' seniority and three weeks' notice will be given to an employee with more than three years' seniority and one additional week's notice for each additional year of seniority to a maximum of eight weeks' notice. In the event of a permanent layoff if the Employer does not give proper notice an employee will receive equivalent to one weeks' pay for every week not given in severance notice.
- (f) Notice of layoff shall not apply where an employer can establish that the layoff results from an act of God, fire or flood.

## ARTICLE 17 - SUSPENSION AND DISMISSAL

### 17.1 Suspension

The Employer may suspend an employee for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

### 17.2 Dismissal

- (a) The Employer may dismiss any employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.
- (b) Any employee whose employment is terminated by the Employer for any reason other than just cause as per the *Employment Standards Act*.

### 17.3 Dismissal for Abandonment of Position

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have terminated his/her employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### 17.4 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

## ARTICLE 18 - RESOLUTION OF GRIEVANCES

### 18.1 Grievance Recognition

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

- (a) Differences between the parties respecting the interpretation, application, operation or any alleged violation of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

### 18.2 Grievance Procedure

- (a) *Step 1* - Every effort shall be made by the employee and his/her supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have his/her steward present at such a discussion.
- (b) *Step 2* - If the dispute is not resolved orally, the aggrieved employee may, within 20 working days of the occurrence or of first learning of the occurrence, submit a written grievance as follows:

- (1) record his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the date and circumstances from which it arose;
  - (2) state the article or articles of the Agreement alleged to have been violated, and the remedy or correction requested; and
  - (3) forward the grievance form to the next appropriate excluded Manager, through the steward.
- (c) The Manager shall provide the steward with a date received copy of the grievance. Following his/her investigation, but not later than 10 working days after receipt of the grievance at Step 2, the Manager will reply in writing to the steward.
- (d) *Step 3* - Should the grievance remain unresolved, or the time limit for a reply not be met, the Union may, within 20 working days, refer the matter to the General Manager.
- (e) The General Manager, or his/her designate, shall investigate all matters pertaining to the grievance and reply in writing to the Union within 20 working days of receipt of the grievance at Step 3.

### **18.3 Time Limit to Submit to Arbitration**

Failing resolution at Step 3, or if the time limit for a reply has not been met, the grievance may be submitted to arbitration by the President of the Union, or his/her designate. In such a case, he/she will do so within 20 working days of receipt, and notify the Employer of his/her intention.

### **18.4 Failure to Act**

If the Union, at any step, does not present a grievance to the next higher level within the prescribed time limit, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

### **18.5 Amending Time Limits**

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

### **18.6 Deviation from Grievance Procedure**

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

### **18.7 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, other than time limitations, 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 to render a decision according to equitable principles and the justice of the case.

### **18.8 Policy Grievance**

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 the Union, as

the case may be, within 20 working days of the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration as set out in Article 20.

### **18.9 Right to Grieve Other Disciplinary Action**

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

### **18.10 Suspension or Dismissal Grievances**

(a) In the case of a dispute arising from an employee's suspension, a copy of the written notice of suspension shall be forwarded to the President of the Union, or his/her designate, within two working days of action being taken. The grievance may commence at Step 2 of the grievance procedure within 20 working days of the date on which the suspension occurred, or within 20 working days of the employee receiving notice of suspension.

(b) In the case of a dispute arising from an employee's dismissal, a copy of the written notice of dismissal shall be forwarded to the President of the Union, or his/her designate, within two working days of action being taken. The grievance may commence at Step 3 of the grievance procedure within 20 working days of the date on which the dismissal occurred, or within 20 working days of the employee receiving notice of dismissal.

### **18.11 Personnel File Access**

An employee, or president of the Union, or his/her designate, in the presence of the employee, shall be entitled to review the employee's personnel file. The employee or the President of the Union, or his/her designate, as the case may be, shall give the Employer 24 hours notice prior to having access to such files.

## **ARTICLE 19 - ARBITRATION**

### **19.1 Notification**

Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any questions 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 in Article 19, notify the other party within 30 days of the receipt of the reply at the 3rd step of its desire to submit the difference or allegations to an arbitrator.

### **19.2 Assignment of a Single Arbitrator**

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of arbitrators listed in Appendix B.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators, which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

### **19.3 Decision of the Arbitrator**

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

### **19.4 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 days.

### **19.5 Expenses of Arbitration Board**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

### **19.6 Amending Time Limits**

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

## **ARTICLE 20 - OCCUPATIONAL HEALTH AND ACCIDENT PREVENTION**

### **20.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Employment Standards Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### **20.2 Safety Committees**

A safety and health committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

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

The union representatives shall be employees at the workplace.

### **20.3 Unsafe Working Conditions**

In keeping with the Workers' Compensation Board Regulations no employee shall be disciplined for refusal to work on a job which he/she believes unsafe.

### **20.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from the Short Term Illness and Injury Plan.

### **20.5 Transportation of Accident Victims**

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

### **20.6 Investigation of Accidents**

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

Employer shall immediately notify the President of the Union, or his/her designate, of the nature and circumstances of the accident.

### **20.7 Safety Footwear**

- (a) Approved footwear must be worn by Resident Caretakers and Cleaners, and all other staff when appropriate.
- (b) Once per calendar year, the Employer shall reimburse Resident Caretakers and Cleaners for an annual boot allowance of up to \$100, upon submission of an acceptable receipt for approved boots.

### **20.8 Deputy Fire Safety Director**

Resident Caretakers are responsible for performing the duties of a deputy fire safety director, as outlined in the Employer's building fire safety plans, during the normal workday.

### **20.9 Resident Caretaker Special Training**

The Employer shall provide training for all employees to assist them in dealing with difficult or violent residents. This training will be in keeping with the BC Health Services Program.

## **ARTICLE 21 - CONTRACTING OUT**

The Employer agrees not to contract out work regularly performed by employees covered by this Agreement which would result in the laying off of such employees.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 Municipal and School Board Offices**

- (a) Employees may seek election to municipal or school board offices, provided that:
  - (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours of an employee;
  - (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Employer position.
- (b) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (c) Before employees may receive remuneration in municipal or school board offices they must seek the approval of the Employer.

### **22.2 Federal and Provincial Offices**

There are no restrictions, other than the oath of office, on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 14.8(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 14.08(c). If not elected, the employee shall be allowed to return to his/her former position.

### **22.3 Harassment**

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. An employee allegedly being harassed shall register her complaint in writing, through the union staff representative, to the General Manager who shall deal with the complaint with all possible confidentiality.

The General Manager will investigate the allegation and if substantiated, take action appropriate to the offence. Unresolved complaints may be submitted by the Union at Step 3 of the grievance procedure.

Where the complaint involves the General Manager or a Board member then an independent investigator shall be assigned to carry out the investigation and ensure that appropriate action has been taken.

#### **22.4 Donor Leave**

An employee shall be granted 10 days without pay for the purpose of donating bone marrow or an organ.

#### **22.5 Labour Management Committee**

- (a) There shall be established one Labour/Management Committee composed of Members equal in number, represented by the Employer and the Union. The size of this Committee shall be two union representatives and up to two employer representatives.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings, and circulating the minutes in a timely fashion.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the Administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

- (1) reviewing matters, other than grievances, relating to the maintenance of good industrial relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

#### **22.6 Use of Compounds**

Where employees are directed by their superiors to use particular compounds, the employees are not held responsible for any adverse effects resulting from the proper application of the compound.

### **ARTICLE 23 - EXPIRATION OF AGREEMENT**

#### **23.1 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after May 31, 2011, but no later than midnight, June 30, 2011.
- (b) Where no notice is given by either party prior to May 31, 2011, both parties shall be deemed to have been given notice under this section on June 30, 2011, and thereupon Clause 24.2 of the Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager of the Employer.

**23.2 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 24.1 of this Agreement, the parties shall, within 10 days after the notice was given, or such other times as may be mutually agreed, commence collective bargaining.

**23.3 Agreement to Continue in Force**

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

**23.4 Exclude Section 50 of the Labour Relations Code**

Both parties agree to exclude the operation of Section 50, Subsections (2) and (3) of the *Labour Relations Code* s.b.c. Chapter 82 index chapter 212.5 and therefore those Subsections do not apply to this Collective Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Darryl Walker, President

\_\_\_\_\_  
Jeanette Dagenais, Administrator

\_\_\_\_\_  
Ken Breier, Bargaining Committee

\_\_\_\_\_  
Bonnie Radke, Bargaining Committee

\_\_\_\_\_  
Barbara Crowley, Staff Representative

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

**APPENDIX A****Re: Wages**

<b>Position/Rates</b>	<b>Sept. 1, 2007</b>	<b>Effective Sept. 1, 2008</b>	<b>Effective Sept. 1, 2009</b>	<b>Effective Sept. 1, 2010</b>
Resident Caretaker I <i>Hourly Rate</i> <i>(Rent \$100.00 Per Month)</i>	\$18.85	\$19.40	\$19.65	\$20.20
Office Support	20.35	20.90	21.15	21.70
Office Assistant		16.50	16.75	17.30
Maintenance Supervisor	23.10	23.65	23.90	24.45
Cleaner	12.50	13.05	13.30	13.85
Chef		22.00	22.25	22.80
Cook 1		20.00	20.25	20.80
Cook 2		17.00	17.25	17.80
LPN (Team Leader)		22.00	22.25	22.80
Care Aid		17.50	17.75	18.30
Multi Service Worker		13.75	14.00	14.55

**APPENDIX B****Re: Casual Employees**

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

- (1) Preamble
- (2) Management Recognition and Rights
- (3) Union Recognition and Rights
- (4) Union Security
- (5) Employer-Union Relations
- (6) Employment Policy
- (7) Classifications
- (8) Seniority
- (9) Hours of Work and Work Schedules
- (10) Salaries and Allowances
- (11) Overtime
- (12) General Holidays
- (13) Annual Vacations
- (14) Leaves of Absence
- (15) Health and Welfare Benefits
- (16) Sick Plan
- (17) Layoff and Recall
- (18) Suspension and Dismissal
- (19) Resolution of Grievances
- (20) Arbitration
- (21) Occupational Health and Accident Prevention
- (22) Contracting Out
- (23) General Provisions
- (24) Expiration of Agreement

**Appendices**

Appendix A - Wages

Appendix B - Casual Employees

Appendix C - Casual Employee Call-in

- (b) Casual employees shall be paid eight percent holiday pay based on gross earnings and paid on each paycheque.
- (c) Casual employees shall be paid in accordance with the classification in which they are employed.
- (d) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.
- (e) Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire.
- (f) In the event that a casual employee is converted to full-time or part-time status, their seniority date of hire shall be established based on the equation of the relevant hours for one full year of service.
- (g) The Employer shall provide a casual seniority list in February and August of each year.
- (h) Eligible casual employees who work on a designated holiday will receive one and one-half times their regular rate of pay for hours worked.
- (i) An employee shall not be entitled to a paid holiday unless they have worked 15 days during the four weeks immediately preceding the holiday.
- (j) Holiday pay for an employee who works irregular hours on at least 15 of the last 30 days prior to the paid holiday is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.

**APPENDIX C****Re: Casual Employees Call-in****Casual Employees Call-In**

- (a) The manner in which casual employees shall be called to work shall be as follows:
  - (1) Employees will be called for work on the basis of seniority from most senior to least senior.
  - (2) One call shall be of eight 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.
  - (3) In the event the casual employee uses a telephone answering machine or a pager, the Employer is obligated to leave a message to return the phone call within five minutes. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (b) A casual/part-time employee shall be entitled to register for work in any job classification in any department for which he/she has the qualifications to perform.

(c) Casual employees registered for casual work shall notify the Employer two consecutive pay periods in advance of the dates and times they will be available to work in the upcoming two pay periods.

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

Casual employees who are registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Section (a) 2 & 3 above do not apply.

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

(e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of two hours at the applicable rate of pay.

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

(g) The Employer agrees to include part-time staff at the top on the Casual call-in list, subject to the terms and conditions listed in Appendix 2 and at the current rate of their increment step for that classification. Part-time employees shall complete an availability form in order to be considered for casual work.

(h) Where a block of four or more shifts become available, it shall be offered to part-time staff 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 seven 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.

Please note that 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 procedures.

(i) Where less than four shifts are available for assignment, they shall be offered to those staff on the call-in list in order of seniority and ability to perform work.

(j) Employees who are laid off in accordance with Article 13 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 Administrator in writing of their desire to be placed on the call-in list.

**Casual Probationary Period**

(a) Casual employees shall serve a probationary period of 480 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.

**APPENDIX D  
Re: List of Arbitrators**

Joan Gordon  
Chris Sullivan  
Judi Korbin

**LETTER OF UNDERSTANDING #1**  
**Re: Four Day Workweek for Office Personnel**

A four day workweek for Office Personnel may occur with the concurrence of Management. Such arrangement may be terminated by the Employer upon two weeks' notice.

In providing a four day workweek, wage levels will be adjusted appropriately to reflect the reduction in weekly hours of work.

Employees will be provided a Monday or a Friday off each week except in the weeks as set out below:

- (a) In the case where a statutory holiday falls during the week. In this case eligible employees will receive the statutory holiday pay.
- (b) In the event of Old Age Pension Day, the last working day of month, the first working day of month falling on a Friday. In this case the employee will be provided another day to be taken or the employee opt to be paid for the day.
- (c) In the event of any office personnel taking vacation, including Management. No day off will be taken and pay will be adjusted accordingly.

**LETTER OF UNDERSTANDING #2**  
**Re: Group Registered Retirement Savings Plan**

The Employer is the sponsor of a Group Registered Retirement Savings Plans (GRRSP or the Plan). The carrier for the GRRSP is Sun Life Financial.

All employees will participate in the GRRSP. Once an employee has passed their probationary period it is mandatory that the Employer enrol them in the plan.

**Contributions**

(a) *Member Contributions*

Each member will be required to make contributions on the following basis:

- (1) Effective September 1, 2008 – 2% of regular earnings;
- (2) Effective September 1, 2009 – 3% of regular earnings.

Employees may make additional voluntary contributions on their behalf or their spouses' behalf.

(b) *Employer Contributions*

The Employer will be required to match contributions made by each member in accordance with (a)(1) and (2) above.

All contributions are held in an account registered to the individual employee. Contributions and interest earnings will be allocated to the account of each individual member.

If an employee terminates employment with the Employer, they can elect from options identified in the Plan.

All employees shall be provided with the GRRSP brochure.