

**COLLECTIVE AGREEMENT**

**between the**

**681514 BC LTD. C.O.B.  
THE PENINSULA RESORT  
RETIREMENT LIVING**

**and the**

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

**Effective from August 27, 2007 to March 31, 2010**

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**DEFINITIONS**

"*Bargaining Unit*" - is the unit for collective bargaining referred to in the certificate issued by the Labour Relations Board on March 23, 2007 respecting 681514 BC Ltd. c.o.b. The Peninsula Resort Retirement Living for whom the B.C. Government and Service Employees' Union is the bargaining agent.

"*Basic rate of pay*" - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix 4.

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

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

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

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

(a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and fifty (450) hours worked.

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

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

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

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

(d) "*part-time employees*" - part-time employees are employees whom are regularly scheduled to work less than thirty-seven and one-half (37½) hours per week.

"*Employer*" - means 681514 BC Ltd. c.o.b. The Peninsula Resort Retirement Living, 2088 – 152<sup>nd</sup> Street, Surrey, BC.

"*Rest Period*" - means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest excluding the half hour unpaid break for lunch/dinner.

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

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

**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

The parties to this Agreement desire to foster and maintain a relationship amongst the Employer, the Union and the employees, which is in every respect conducive to their mutual well-being.

**1.2 Future Legislation**

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the BCGEU shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

**1.3 Licensed Premises**

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises and if problems arise as a result of these changes, the Union and Employer will attempt to negotiate an agreement.

**1.4 Conflict with Policy**

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

**1.5 Use of Feminine and Singular Terms**

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

**1.6 Harassment**

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

## ARTICLE 2 - BARGAINING AGENT RECOGNITION

### 2.1 Recognition

This Agreement covers all employees of 681514 BC Ltd. c.o.b. The Peninsula Resort Retirement Living in the City of Surrey, save and except the General Manager, Administrative Manager, Food & Beverage Manager, Marketing Manager, Manager Leisure Services and Maintenance Manager.

The Employer recognizes the B.C. Government and Services Employees' Union as exclusive bargaining agent for all employees falling within the bargaining unit as of date of certification, March 23, 2007.

### 2.2 No Other Agreement

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

### 2.3 Union and Employer Representation

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

### 2.4 Correspondence

The parties agree that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his designate as the case may be.

### 2.5 Union Representative

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

### 2.6 Recognition and Rights of Stewards

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

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

### 2.7 Bulletin Boards

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

## **2.8 No Discrimination**

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

## **2.9 Union Insignia**

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

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

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

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

- (a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the Collective Agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give fourteen (14) days written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven (7) days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union.
- (d) It is agreed that the Union will elect three (3) employees who will represent the Union in negotiations of subsequent collective agreements with the Employer. The Union agrees to elect three (3) employees with only two (2) employees at a time attending labour management as per Clause 7.1 and health and safety committee meetings as per Clause 23.1.

## **2.12 Bargaining Unit Information**

The Employer agrees to provide the Union with a list of employees covered by this Agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information on hard copy. The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint it shall be directed to the BCGEU Privacy Officer.

# **ARTICLE 3 - UNION SECURITY**

## **3.1 Union Membership**

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

Nothing in this Collective Agreement shall be construed as requiring an employee who was hired prior to the certification date to become a member of the Union.

**ARTICLE 4 - UNION DUES**

**4.1**

- (a) The Employer is authorized and shall deduct in each pay period, an amount equal to union dues from each employee's pay. An employee shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.
- (b) The Employer shall remit any dues deducted to the Union along with a list of employees and the amounts deducted within thirty (30) days of the end of the month of the deduction. The list shall include the employee name, social insurance number, classification, the pay period earnings and the amount of dues deducted.
- (c) The total amount of union dues deducted from an employee's pay shall be indicated on the employee's T4 slip.
- (d) The Union shall advise the Employer in writing, thirty (30) days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

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

**5.1**

- (a) A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for the new probationary employee and the union steward to meet within regular working hours for a period not to exceed fifteen (15) minutes, without loss of pay, only once during the first (1<sup>st</sup>) calendar month.

**ARTICLE 6 - MANAGEMENT RIGHTS**

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right and function of the Employer except as this Agreement otherwise specifies:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith, to establish, enforce and alter from time to time rules and regulations to be observed by employees. The Employer reserves the right to amend or abolish such rules, regulations, policies and procedures or introduce new rules, etc. from time to time, copies of which are to be posted on the bulletin board. It is agreed that, prior to changes being made under this clause, the Employer shall notify the employees of such change and further agrees to consider any representation made by the employees with respect to such change;
- (c) to hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer. The Employer may dismiss a probationary employee where the employee is found to be unsuitable for continued employment in the position to which she/he has been appointed.
- (d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the

Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole and the number of employees required for the Employers purpose and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;

(e) to determine the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

## **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

### **7.1 Labour/Management Committee**

(a) A Labour/Management committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. On the advance written request of any of its member(s), with a proposed agenda of matters for discussion, the Labour/Management Committee shall meet at least once every two (2) months or more frequently, if necessary, during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Labour/Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

(b) Employees shall not suffer any loss of basic pay for time on this Committee and the meeting shall be on employer time or granted equivalent time off if scheduled on a day off. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible service to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security, physical and emotional well being of the residents.

### **7.2 Employee Attendance at Staff Meetings**

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

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

### **7.3 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

(a) Employees seeking election in a municipal, provincial or federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.

(b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Definition

"*Grievance*" means any difference or dispute arising between the parties concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

### 8.2 Grievance Procedure

The following grievance procedure shall apply:

(a) *Step 1*

Within twenty-one (21) calendar days of the alleged violation, the employee, together with a union steward, at the employee's option, shall attempt to resolve the grievance through discussion with his or her supervisor.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the Administrator, or their designate, in accordance with Step 1 of the grievance procedure unless the dispute includes the discharge or suspension of an employee.

(b) *Step 2*

If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, shall present the grievance in writing to the Residence's senior management, clearly setting forth full particulars of the alleged violation, including the Article(s) involved and the remedy sought. The written grievance must be presented within twenty-one (21) calendar days of the alleged violation. Within twenty-one (21) calendar days following receipt of the written grievance, the Residence's senior management shall provide the employee and the Union with a written reply.

### 8.3 Time Limits to Submit to Arbitration

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

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

### 8.4 Dismissal or Suspension Grievance

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

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

### 8.5 Deviation from Grievance Procedure

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

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

## **8.6 Amending Time Limits**

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

## **8.7 Policy Grievance**

- (a) Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or designate and the Union within twenty-one (21) calendar days of the occurrence.
- (b) Where no satisfactory agreement is reached, either party, within twenty-one (21) calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other party.

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

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

However, neither party will be deemed to have prejudiced its position on any future grievance.

## **8.9 Management Grievance**

The Employer may initiate a grievance at Step 2 of the grievance procedure by the Administrator or their designate presenting the grievance to the President of the Union or their representative.

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

- (a) twenty-one (21) calendar days after the Union's response has been received; or
- (b) twenty-one (21) calendar days after the Union's decision was due.

## **8.10 Section 104 Procedure**

As part of the grievance, the parties may agree to the following;

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single arbitrator agreed to by the parties shall, at the request of either party:
  - (1) investigate the difference,
  - (2) define the issue in the difference, and
  - (3) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

- (b) If either party is not satisfied with the recommendation delivered in accordance with Clause 8.10(a) above, it may present the grievance at the next step of the grievance procedure.

## **8.11 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 arbitration board shall have the power to allow all necessary amendments to the grievance and

the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

## ARTICLE 9 - ARBITRATION

### 9.1 Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have fourteen (14) calendar days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code of British Columbia*. The parties agree to utilize one of the arbitrators listed in Memorandum of Understanding #3.

### 9.2 Binding Decision

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

### 9.3 Jurisdiction of the Arbitrator

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

### 9.4 Cost of Arbitrator

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

### 9.5 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 10 - DISCIPLINE AND DISMISSAL

### 10.1 Discipline

- (a) In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of proof of just cause shall rest with the Employer.
- (b) The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.
- (c) Notice of dismissal or suspension or rejection on probation shall be in writing and shall set forth the reasons for dismissal or suspension or rejection in specific terms related to the respective employment position, and a copy shall be sent to the President of the Union or his designate.
- (d) The employee shall be given a copy of any disciplinary document that will be placed in his/her Personnel File.

### 10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension or rejection shall be in writing and shall set forth the reasons for dismissal and a copy shall be sent to the President of the Union or his designate, within five (5) days of the action being taken.

### **10.3 Personnel File**

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

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

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

### **10.5 Employment Abandoned**

Any employee who fails to report for work and does not notify the Administrator, or their designate, within three (3) consecutive scheduled shifts, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority will be recognized and will accrue based on full-time and part-time employee's length of continuous service from their most recent date of hire, inclusive of all paid leaves, on a straight-time hours basis.

Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire. casual employees who become regular employees shall have their casual seniority recognized.

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 1950 hours for one (1) full year of service.

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

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not continue to accumulate seniority. When the temporary assignment ends, the employee shall be credited with bargaining unit seniority accrued prior to the assignment.

### **11.3 Probationary Employees**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be accrued from their most recent date of hire.

### **11.4 Loss of Seniority**

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

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than twelve (12) consecutive months;
- (d) after a layoff, fails to report to work within three (3) working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for three (3) or more consecutive scheduled shifts without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reason satisfactory to the Employer is given;
- (f) uses an authorized leave of absence for a purpose other than for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence;
- (i) retires or is retired.

### **11.5 Seniority List**

The Employer shall provide the Union with the combined full-time/part-time seniority list, once per year on February 1<sup>st</sup> or prior to the commencement of the layoff procedures under Article 13. The list shall be in seniority order and include: hours worked and classifications.

## **ARTICLE 12 - VACANCY POSTING**

### **12.1 Job Posting**

- (a) Where the Employer intends to fill a vacancy in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications and a brief outline of the position, the department concerned, the shift to be worked and normal number of shifts per pay period and the closing date for applications. The Employer may advertise externally at the same time. A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (b) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (c) In the event that more than one (1) qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered equal, the applicant with the greatest seniority shall fill the vacancy

### **12.2 Temporary Appointments**

Until the vacancy is filled through the job posting provisions, in Clause 12.1 above, the Employer shall make temporary appointments of employees who possess threshold qualifications from within the bargaining unit based on seniority.

### **12.3 Trial Period**

The successful applicant shall serve a trial period of four hundred and fifty (450) hours worked. Conditional on satisfactory performance, the successful applicant shall be confirmed in the position. During the trial

period, if the successful applicant is unsatisfactory in the position as determined by the Employer, or if they find their self unable to perform the duties of the new position or wishes to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority. The successful applicant shall not be entitled to bid for another posted vacancy for a period of six (6) months after the date of the successful application. It is understood that this will not apply to those employees filling temporary vacancies or where an employee wishes to transfer from a part-time position to a full-time position.

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

### **13.1**

- (a) A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work, lasting more than one day, as defined in this Agreement.
- (b) In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority.
- (c) The recall period shall be one (1) year.
- (d) A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.
- (e) Employees on layoff shall be recalled by department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail in the employee's last known address. An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed and within seven (7) calendar days if employed elsewhere.
- (f) Except in cases of emergency, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of layoff or pay in lieu of notice, in accordance with the following schedule:
  - one (1) weeks notice after three (3) months continuous employment
  - two (2) weeks notice after twelve (12) months continuous employment
  - three (3) weeks notice after three (3) years continuous employment, plus one additional weeks wages for each additional year of employment, to a maximum of eight (8) weeks notice.

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

### **14.1 Hours of Work**

- (a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Sunday and end at 24:00 hours on the Saturday following.
- (b) It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- (c) The regular work shift for all employees shall consist of:

- (1) seven and one-half (7½) hours of work exclusive of a one-half (½) hour unpaid meal break; or
  - (2) ten (10) hours of work exclusive of one-half (½) hour unpaid meal break; or
  - (3) nine (9) hours of work inclusive of a one-half (½) hour paid meal period; or
  - (4) four (4) hours of work inclusive of a fifteen (15) minute paid break; or
  - (5) such other shift as agreed by the parties.
- (d) Where the Employer designates an employee to be in charge and he/she cannot leave the building during his/her meal break, the employee's regular hours of work will be inclusive of a one-half (½) hour paid meal break.
- (e) The employee is to sign in upon arriving for work and at end of work to record their respective shift hours. The employee will only be paid for the hours properly recorded on the sign in sheet.

Each employee must properly record his or her own individual sign in/sign out information; no other employee can record time worked for any other employee.

## 14.2 Scheduling

- (a) The Employer shall post work schedules for a minimum of two (2) weeks at least two (2) weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six (6) consecutive days, or more than twenty (20) days in a four (4) week period.
- (b) The Employer may amend the start and stop times of scheduled hours of work.
- (c) Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times; or in a manner inconsistent with this Agreement.
- (d) No employee shall be required or scheduled to work a split shift.

## 14.3 Changes in Scheduling

- (a) In situations, other than emergencies, the scheduled employees are entitled to five (5) calendar days' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than forty-eight (48) hours' notice.
- (b) Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.
- (c) Where the Employer changes an employee's schedule without five (5) calendar days' notice, the employee is entitled to overtime rates.
- (d) Employees may exchange shifts with the prior written authorization of the Employer, provided that a minimum of forty-eight (48) hours of notice is given. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- (e) Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four (4) hours' pay at the employee's regular rate of pay provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

(f) Where the Employer changes an employee's schedule, the employee(s) where there is disagreement, must make every effort to settle the dispute with the Employer. If the employee(s) cannot reach agreement to a change to the existing work schedules, the employee(s) and union steward shall provide the Employer with earliest possible advance notice in writing;

The Employer shall have fourteen (14) days from the date notice is given to reach agreement with the employee(s) on work schedules;

If the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an arbitrator.

#### **14.4 Meal and Rest Periods**

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

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

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

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

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

(f) Meal breaks shall not be considered time worked unless otherwise specified in Article 14.1(c).

(g) Current practice of employees paying maximum of one dollar and ninety-five cents (\$1.95) (inclusive of GST) per entrée shall continue for the life of this Agreement.

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

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

#### **14.6 Call-in**

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

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

### **ARTICLE 15 - EDUCATION**

#### **15.1 Education**

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

(b) Where the Employer directs an employee to participate in a course or program, such as first aid, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course. Time spent on the course shall not be considered overtime.

### **ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE**

Where the Employer requires an employee to wear special clothing, the Employer shall provide such special clothing and the Employer will maintain and launder such items as set out below. This will not apply where a general dress code is applicable. Special clothing is defined as aprons and cook jackets.

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.1 Paid Holidays**

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

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

If another federal, provincial, or municipal holiday should be proclaimed during the term of this Collective Agreement, such additional holiday will replace one of the designated holidays in the Collective Agreement.

#### **17.2 Holiday Eligibility for Full-time and Part-time**

(a) Holiday pay for an employee who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at his/her regular rate of pay.

(b) An employee shall not be entitled to holiday pay unless they report for work on their last scheduled shift before the holiday and on their first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by the Administrator or designate, or if they are ill, on one of the qualifying days and produces an appropriate doctor's certificate.

(c) An employee shall not be entitled to a paid holiday unless they have worked fifteen (15) days during the four (4) weeks immediately preceding the holiday.

(d) If an employee misses a qualifying day when there are two (2) or more consecutive holidays, the employee shall lose one (1) further holiday for each successive day missed.

(e) Holiday pay for an employee who works irregular hours on at least fifteen (15) of the last thirty (30) days prior to the paid holiday is calculated by dividing the employees total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

(f) In order to be entitled to a paid holiday, the employee must have completed the probationary period.

**17.3 Holiday Falling on a Day of Rest**

If one of the above named holidays occurs on an employee's regular day off, or during his/her vacation period:

- (a) full-time employees shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the employee and the Employer. Lieu days arising from designated paid holidays shall be scheduled with mutual agreement within a period of four (4) weeks after the holiday, subject to operational requirements.
- (b) part-time employees will receive three point eight five percent (3.85%) of their basic rate of pay on each payday, in lieu of paid time off.

**17.4 Absences on a Paid Holiday**

- (a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her holiday pay, unless the absence is due to illness verified by a medical Doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 17.2 above.
- (b) For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

**17.5 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, sick leave pay, paid holiday pay or benefits or other payments under any of these provisions of this Agreement.

**17.6 Holiday Pay For Full-time Employees**

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

- (a) one and one-half (1½) times the regular rate of pay for hours worked on that day, plus
- (b) another day off with pay to be scheduled by mutual agreement within a period of four (4) weeks after the holiday

**17.7 Holiday Pay for Part-time Employees**

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

- (a) one and one-half times (1½x) the regular rate of pay for hours worked on that day, plus
- (b) three point eight five percent (3.85%) of their basic rate of pay on each payday, in lieu of statutory holiday pay.

**ARTICLE 18 - OVERTIME****18.1 Overtime**

- (a) All overtime must be authorized in writing, in advance by the Employer or their designate, except in cases of emergency.
- (b) Authorized work performed in excess of
  - (1) seven and one-half (7½) hours in a day; or
  - (2) ten (10) hours in a day; or

- (3) nine (9) hours in a day; or
- (4) forty (40) hours in a week.

shall be paid at the rate of one and one-half times (1½x) the employee's basic rate of pay.

- (c) Authorized work performed in excess of twelve (12) hours in a day shall be paid at the rate of two times (2x) the employee's basic rate of pay.
- (d) Employees scheduled to work more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.
- (e) Where an employee works more than two (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.
- (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (g) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority.

Employees may refuse to work overtime except in cases of emergency.

**ARTICLE 19 - VACATION**

**19.1 Vacation Entitlement**

Vacations with pay shall be granted to full-time regular and part-time employees based on their length of years of service. The vacation year is July 1<sup>st</sup> to June 30<sup>th</sup>.

- (a) For full-time regular and part-time employees;

Year of Service	Vacation	Vacation Pay
Less than three (3) years	Two (2) weeks	4%
More than three (3) years	Three (3) weeks	6%

Part-time regular employee vacation shall be prorated based on hours worked.

- (b) Vacation pay for employees shall be calculated at four percent (4%) or six percent (6%), as applicable, of the gross annual earnings as reported on the employees T4 for the preceding calendar year.

**19.2 Vacation Carryover**

An employee with greater than two (2) weeks vacation may elect to carry over no more than five (5) vacation days into the following vacation year. The vacation carried over must be taken in the following year.

**19.3 Scheduling of Vacation**

Vacation request lists will be posted as follows:

- (a) November 1<sup>st</sup> for the period January 1<sup>st</sup> through June 30<sup>th</sup>, and
- (b) May 1<sup>st</sup> for the period July 1<sup>st</sup> through December 31<sup>st</sup>.

Subject to operational requirements, seniority will be the factor in determining vacation requests received prior to November 1<sup>st</sup> and May 1<sup>st</sup> of each year if no other agreement can be reached among employees. Requests received after November 1<sup>st</sup> and May 1<sup>st</sup> will be approved on a first come, first served basis,

subject to operational requirements as determined by the Administrator. Where an employee chooses to split his/her annual vacation, his/her second choice of vacation shall be made only after all other employees concerned have made their initial selection. The vacation schedule shall be posted by December 1<sup>st</sup> and June 1<sup>st</sup>.

#### **19.4 Vacation Pay on Termination**

An employee who terminates his/her employment for any reason shall be paid any outstanding vacation pay as provided in Clause 19. 1.

#### **19.5 Reinstatement of Vacation Days**

Where an employee qualified for sick leave requiring hospitalization, or bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits provided appropriate documentation (in form of a doctor's note or death certificate/obituary where applicable) is provided by the employee to the Administrator.

### **ARTICLE 20 - SICK LEAVE**

#### **20.1 Sick Leave Entitlement**

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

*Effective January 1, 2008*

- (1) Full-time and part-time regular employees shall accrue sick leave credits at a rate of three and three-quarters ( $3\frac{3}{4}$ ) hours for every one hundred sixty-two and one-half ( $162\frac{1}{2}$ ) hours worked.

The accumulated sick leave bank for all employees shall have a maximum accrual of twelve (12) days with the ability to carry over a maximum of five (5) days year to year.

*Effective January 1, 2009*

- (2) Full-time and part-time regular employees shall accrue sick leave credits at a rate of four and three-eighths ( $4\frac{3}{8}$ ) hours for every one hundred sixty-two and one-half ( $162\frac{1}{2}$ ) hours worked.

The accumulated sick leave bank for all employees shall have a maximum accrual of twelve (12) days with the ability to carry over a maximum of five (5) days year to year.

*Effective January 1, 2010*

- (3) Full-time and part-time regular employees shall accrue sick leave credits at a rate of five (5) hours for every one hundred sixty-two and one-half ( $162\frac{1}{2}$ ) hours worked.

The accumulated sick leave bank for all employees shall have a maximum accrual of twelve (12) days with the ability to carry over a maximum of five (5) days year to year

- (4) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days he/she would have worked during that period. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to personal illness on completion of the sick claim form.

(5) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time he/she is off work. If this does occur he/she shall be deemed terminated unless a reasonable explanation can be given.

(6) The Employer shall advise employees of their accumulated sick leave credits on each pay stub.

(7) In the event that the Employer no longer employs an employee, then it is acknowledged that there is no further sick leave entitlement or obligation.

(b) The Employer may request proof of sickness reasonably acceptable to the Employer for any absence in excess of three (3) days.

## **20.2 Certification of Fitness**

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

(b) Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense.

(c) Employees on WCB shall be credited with seniority during any absence due to injury.

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

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

Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

## **20.4 Integration With Other Disability Income**

Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, WCB a private insurer or any other source, the Employer shall be reimbursed for any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated.

# **ARTICLE 21 - LEAVES OF ABSENCE**

## **21.1 General Leave**

A regular employee who has completed four hundred and fifty (450) hours of employment may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state his/her request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense.

## **21.2 Jury and Witness Duty**

When an employee is subpoenaed for jury duty, or as a court witness, they shall not suffer any loss of salary or wages while so serving to a maximum of five (5) days. The amount paid by the Employer shall be the

difference between the employee's normal salary and the indemnity paid by the court, or any other party, and upon receipt of the appropriate documentation.

The Employer reserves the right to adjust the scheduling of employees' hours to minimize the amount of time the employee is away from the workplace in mutual agreement with the employee.

### **21.3 Bereavement Leave**

When a death occurs in an employee's immediate family (which shall include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or any relative permanently residing in the employee's household), regular employees will be eligible for leave up to a maximum of five (5) consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three (3) days. Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence. In the event the funeral is out of town or out of the country, requests for additional time off without pay shall not be unreasonably denied by the Employer.

### **21.4 Special Leave**

Special Leave with pay shall be as follows:

- (a) Marriage Leave - three (3) days
- (b) Paternity Leave - one (1) day
- (c) Adoption Leave - one (1) day

### **21.5 Family Responsibility Leave**

An employee is entitled to request up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family. Where an employee is required for family responsibility and no one is available at the employee's home, the employee may use up to two (2) days during each employment year from the accumulated sick leave credits if available.

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

## **ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

### **22.1 Pregnancy, Parental and Adoption Leave**

As per *Employment Standards Act* and a copy of such shall be made available to all employees in the employee staff room.

## **ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

### **23.1 Health and Safety Committee**

- (a) The Employer and the Union agree to establish an occupational health and safety committee, as set out in the Industrial Health and Safety Regulations of the *Workers' Compensation Act*, to be comprised of two (2) employee representatives and one (1) employer representative.
- (b) This Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers' Compensation Act*.

- (c) This Committee shall hold regular meetings, but no less than once per month or as necessary and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer, the WCB and the Union.
- (d) The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.
- (e) The meetings shall be scheduled on Employer time and employees shall be granted equivalent time, with pay, off if scheduled on a day-off. There shall be no loss of pay or seniority for attending committee meetings.

### **23.2 Investigation of Accidents**

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

## **ARTICLE 24 - ADJUSTMENT PLAN**

### **24.1 Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, the procedure to be followed shall be in accordance with the *Labour Relations Code*, Section 54.

## **ARTICLE 25 - PREPAID HEALTH BENEFITS**

### *Prepaid Health Benefits*

(a) Eligible employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has enrolled in a plan or has withdrawn may enrol in a plan subject to carrier approval and conditions. Re-enrolment shall occur only at the sign-up opportunities in January and July.

(b) Effective January 1<sup>st</sup>, 2008, for full-time and part-time regular employees, the Employer agrees to contribute sixty percent (60%) of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at one times (1x) annual insurable earnings of those eligible employees.

Effective January 1, 2009, for full-time and part-time regular employees, the Employer agrees to contribute seventy-five percent (75%) of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at one times (1x) annual insurable earnings of those eligible employees.

(c) Effective January 1, 2008, for full-time and part-time regular employees, the Employer agrees to contribute sixty percent (60%) of the premium costs of the Extended Health Insurance Plan.

Effective January 1, 2009, for full-time and part-time regular employees, the Employer agrees to contribute seventy-five percent (75%) of the premium costs of the Extended Health Insurance Plan.

(d) Effective January 1, 2008, for full-time and part-time regular employees, the Employer agrees to contribute sixty percent (60%) of the premium costs of the Dental Plan.

Effective January 1, 2009, for full-time and part-time regular employees, the Employer agrees to contribute seventy-five (75%) of the premium costs of the Dental Plan.

(e) Effective January 1, 2008, for full-time and part-time regular employees, the Employer agrees to contribute sixty percent (60%) of the premium costs of the BC Medical Services Plan.

Effective January 1, 2009, for full-time and part-time regular employees, the Employer agrees to contribute seventy-five percent (75%) of the premium costs of the BC Medical Services Plan.

(f) The selection of the insurance carrier for any benefits referred to in this article is in the sole discretion of the Employer subject to retaining benefit plan of equal coverage or better. Benefits are only available to full-time regular employees and part-time regular employees regularly scheduled to work twenty (20) hours or more per week, who have completed the probationary period.

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

### **26.1 Rates of Pay**

- (a) All employees shall be paid by direct deposit.
- (b) Employees shall be paid in accordance with Appendix 4.

### **26.2 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer shall pay all wages and vacation pay owing to the employee within six (6) days of the date of the day of his or here resignation.
- (b) When an employee is laid off or his/her services are terminated, the employer shall pay all wages and vacation pay owing to the employee within seventy-two (72) hours, exclusive of Saturdays, Sundays or holidays.

### **26.3 Substitution**

- (a) Where an employee is required by the Employer to Perform the duties of a higher ranking bargaining unit position with wage rates higher than the normal employee rate for one (1) shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate.
- (b) In no circumstances shall there be pyramiding of wages and/or benefits.

### **26.4 Meal Allowances**

When an employee is pre-authorized to attend a function off premises and the function runs through the employee's meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

## **ARTICLE 27 - JOB CLASSIFICATIONS AND WAGE RATES**

### **27.1**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 4, within six (6) months of ratification of the Agreement.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.1 Indemnity**

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

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

### **28.2 Copies of the Collective Agreement**

The Union shall print the Collective Agreement in an agreed to format, and will distribute copies of the Collective Agreement to employees. The Employer retains the right to proof-read the final draft prior to printing.

The Union shall provide for the printing of the Collective Agreement and the cost will be equally shared by the Union and the Employer.

### **28.3 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions are damaged by resident or guest of the Employer, the Employer shall pay, up to a maximum of one hundred dollars (\$100), for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

### **28.4 Lockup for Personal Effects**

- (a) The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.
- (b) The Employer will not enter an assigned locker without the presence of the employee and/or the union steward.

### **28.5 Contracting Out**

The Employer agrees that they will not contract out bargaining unit work (at the time of certification) that will result in the layoff of employees within the bargaining unit.

## **ARTICLE 29 - DURATION OF AGREEMENT**

### **29.1 Duration**

This Agreement shall be for the period from August 27, 2007, up to and including March 31, 2010.

### **29.2 Notice to Bargain**

- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 31, 2009, but in any event, no later than midnight March 31, 2010.
- (b) Where no notice is given by either party prior to March 31, 2010, both parties shall be deemed to have given notice under this section on March 31, 2010.

### **29.3 Agreement to Continue in Force**

- (a) Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining and until a new agreement is signed.
- (b) No strike or lockout. During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout. Strike shall include any strike, picketing, sit-down, stand-in. study session, slowdown, or other curtailment or restriction of

productivity, or interference with work in or about the Employer's Residences, or any other act as defined in the *Labour Relations Code*.

**29.4 Section 50(2) and (3) Excluded**

The operation of Section 50(2) and (3) of the *Labour Relations Code* of British Columbia is hereby excluded.

**29.5 Change in Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
Union President

\_\_\_\_\_  
Andrew Davidson  
Vice President Labour Relations

\_\_\_\_\_  
Darlene Thomas  
Bargaining Committee

\_\_\_\_\_  
Jan Reith  
General Manager, The Peninsula Resort  
Retirement Living

\_\_\_\_\_  
Dan Goode  
Bargaining Committee

\_\_\_\_\_  
Elaine So  
Human Resources Advisor Western Canada

\_\_\_\_\_  
Barbara Offen  
Staff Representative – Negotiations

\_\_\_\_\_  
Monique Wemhof  
Staff Representative

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

**APPENDIX 1**  
**Casual Employees**

- (a) The following Articles of the Collective Agreement shall apply to casual employees;
- (1) Preamble
  - (2) Bargaining Agent Recognition
  - (3) Union Security
  - (4) Union Dues
  - (5) Employer/Union Acquaint New Employees
  - (6) Management Rights
  - (7) Employer-Union Relations
  - (8) Grievance Procedure
  - (9) Arbitration
  - (10) Discipline and Dismissal
  - (12) Vacancy Posting
  - (14) Hours of Work (with exception of Clauses 14.2(a), 14.3(a), (c) & (d))
  - (15) Education
  - (16) Special Clothing Allowance
  - (17) Paid Holidays (3.85% additional payment per pay in lieu of statutory pay)
  - (18) Overtime
  - (19) Vacation [except for Clause 19.1 preamble and Clause 19.1(a)]
  - (23) Occupational Health and Safety
  - (24) Adjustment Plan
  - (26) Payment of Wages
  - (27) Job Classifications and Wage Rates
  - (28) General Conditions
  - (29) Duration of Agreement

**Appendices**

- Appendix 1 - Casual Employees
- Appendix 2 - Casual Employee Call-in
- Appendix 3 – Part-time and Casual Availability Register
- Appendix 4 - Wage Rates

- (b) The following articles do not apply to casual employees;
- (11) Seniority (except as it relates to casual employee lists)
  - (13) Layoff and Recall
  - (20) Sick Leave
  - (21) Leaves of Absence
  - (22) Maternity/Adoption and Parental Leave
- (c) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.
- (d) Seniority for casual employees will be recognized and will accrue bases on accumulated hours worked since their most recent date of hire.
- (e) 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 nineteen hundred and fifty (1950) hours for one (1) full year of service.
- (f) The Employer shall provide a casual seniority list in February and August of each year.

- (g) Eligible casual employees who work on a designated holiday will receive one and one-half times (1½x) their regular rate of pay for hours worked.
- (h) An employee shall not be entitled to a paid holiday unless they have worked fifteen (15) days during the four (4) weeks immediately preceding the holiday.
- (i) Holiday pay for an employee who works irregular hours on at least fifteen (15) of the last thirty (30) days prior to the paid holiday is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
- (j) Vacation entitlement:

Year of Service	Vacation	Vacation Pay
Less than 5850 hours worked	Two (2) weeks	4%
After 5850 hours	Three (3) weeks	6%

**APPENDIX 2  
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 (1) call shall be of eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books.
  - (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 (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee
- (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 (2) consecutive pay periods in advance of the dates and times they will be available to work in the upcoming two (2) 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 four (4) hours at the applicable rate of pay.
- (f) Casual employees have the right of refusal on two (2) calls during a pay period. Casual employees who refuse five (5) calls in six (6) consecutive pay periods will be terminated.
- (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 (Note: form to be attached).
- (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 (7) 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 four hundred and fifty (450) 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 3
Part-time and Casual Availability Register

Part-time and Casual Register for Shift Availability

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

(1) Classification Prepared to Work: \_\_\_\_\_

Days of Week Available: \_\_\_\_\_

(2) Classification Prepared to Work: \_\_\_\_\_

Days of Week Available: \_\_\_\_\_

(3) Classification Prepared to Work: \_\_\_\_\_

Days of Week Available: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Approved by Employer:

\_\_\_\_\_  
Renewed Date:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Renewed Date:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Renewed Date:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Renewed Date:

\_\_\_\_\_  
Employee Signature

**APPENDIX 4**  
**Wage Table**

<b>Position</b>	<b>Step</b>	<b>Date of Ratification</b>	<b>2.50% April 1, 2008</b>	<b>2.00% April 1, 2009</b>
Dishwasher	<i>Start</i>	12.25	12.56	12.81
	<i>1950 hours</i>	12.50	12.81	13.07
	<i>3900 hours</i>	13.00	13.33	13.59
Night Housekeeper/ Maintenance Assistant	<i>Start</i>	15.00	15.38	15.68
	<i>1950 hours</i>	15.50	15.89	16.21
	<i>3900 hours</i>	16.00	16.40	16.73
Cook	<i>Start</i>	18.36	18.82	19.20
	<i>1950 hours</i>	19.00	19.48	19.86
	<i>3900 hours</i>	19.50	19.99	20.39
Dining Room Supervisor	<i>Start</i>	16.00	16.40	16.73
	<i>1950 hours</i>	16.50	16.91	17.25
	<i>3900 hours</i>	17.00	17.43	17.77
Server/Housekeeping/ Kitchen Aide	<i>Start</i>	14.50	14.86	15.16
	<i>1950 hours</i>	15.00	15.38	15.68
	<i>3900 hours</i>	15.50	15.89	16.21

**MEMORANDUM OF UNDERSTANDING #1**  
**between**  
**681514 BC LTD. C.O.B.**  
**THE PENINSULA RESORT RETIREMENT LIVING**  
**(The "Employer")**  
**and**  
**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
**(BCGEU)**  
**(The "Union")**

The parties agree to meet within sixty (60) days following ratification of this Collective Agreement at a Joint Occupational Health and Safety Committee meeting to review, discuss and develop written procedures pursuant to Section 4 of the WorkSafeBC regulations.

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
Union President

\_\_\_\_\_  
Andrew Davidson  
Vice President Labour Relations

\_\_\_\_\_  
Darlene Thomas  
Bargaining Committee

\_\_\_\_\_  
Jan Reith  
General Manager, The Peninsula Resort  
Retirement Living

\_\_\_\_\_  
Dan Goode  
Bargaining Committee

\_\_\_\_\_  
Elaine So  
Human Resources Advisor Western Canada

\_\_\_\_\_  
Barbara Offen  
Staff Representative – Negotiations

\_\_\_\_\_  
Monique Wemhof  
Staff Representative

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

**MEMORANDUM OF UNDERSTANDING #2**  
**between**  
**681514 BC LTD. C.O.B.**  
**THE PENINSULA RESORT RETIREMENT LIVING**  
**(The "Employer")**  
**and**  
**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
**(BCGEU)**  
**(The "Union")**

The following employees will receive the wage rate shown below from date of ratification until their next hourly incremental increase or the Collective Agreement annual increase, whichever occurs first.

Ravinder Dhaliwal	\$18.68/hour
Raj Rattanpal	\$18.68/hour
Les Bevan	\$15.25/hour
Brent Baker	\$12.50/hour

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
Union President

\_\_\_\_\_  
Andrew Davidson  
Vice President Labour Relations

\_\_\_\_\_  
Darlene Thomas  
Bargaining Committee

\_\_\_\_\_  
Jan Reith  
General Manager, The Peninsula Resort  
Retirement Living

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Dan Goode  
Bargaining Committee

\_\_\_\_\_  
Elaine So  
Human Resources Advisor Western Canada

\_\_\_\_\_  
Barbara Offen  
Staff Representative – Negotiations

\_\_\_\_\_  
Monique Wemhof  
Staff Representative

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

**MEMORANDUM OF UNDERSTANDING #3**  
**Re: Arbitrators**  
**between**  
**681514 BC LTD. C.O.B.**  
**THE PENINSULA RESORT RETIREMENT LIVING**  
**(The "Employer")**  
**and**  
**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
**(BCGEU)**  
**(The "Union")**

The parties agree to use the following arbitrators when a matter in dispute is referred to arbitration:

Chris Sullivan  
Vince Ready  
Judi Korbin

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
Union President

\_\_\_\_\_  
Andrew Davidson  
Vice President Labour Relations

\_\_\_\_\_  
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Elaine So  
Human Resources Advisor Western Canada

\_\_\_\_\_  
Barbara Offen  
Staff Representative – Negotiations

\_\_\_\_\_  
Monique Wemhof  
Staff Representative

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

**MEMORANDUM OF UNDERSTANDING #4**  
**Re: Grandparenting of Benefits**  
**between**  
**681514 BC LTD. C.O.B.**  
**THE PENINSULA RESORT RETIREMENT LIVING**  
**(The "Employer")**  
**and**  
**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
**(BCGEU)**  
**(The "Union")**

The parties agree that Gina Gaster shall remain in and continue to be covered by the Facility Management Benefit Plan Design. This Memorandum of Understanding is specific to Ms. Gaster while she remains in the Dining Room Supervisor Position at The Peninsula Resort Retirement Living.

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
Union President

\_\_\_\_\_  
Andrew Davidson  
Vice President Labour Relations

\_\_\_\_\_  
Darlene Thomas  
Bargaining Committee

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Elaine So  
Human Resources Advisor Western Canada

\_\_\_\_\_  
Barbara Offen  
Staff Representative – Negotiations

\_\_\_\_\_  
Monique Wemhof  
Staff Representative

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