

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**HOSPITAL EMPLOYEES' UNION**



**And**

**BECKLEY FARM LODGE SOCIETY**

**Operating at**

**Ayre Manor Lodge**

**For the Period**

**JANUARY 28, 2009 TO MARCH 31, 2012**

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## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

**1.01** The parties agree that residents and tenants of Ayre Manor Lodge and participants in Ayre Manor Lodge programs have the right to be secure in the knowledge that they will receive appropriate, efficient and uninterrupted care and services through the cooperative efforts of the employer and employees.

The Union recognizes that the Sooke Elderly Citizens Housing Society has contracted with Beckley Farm Lodge Society to provide these services.

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

### **1.02 No Discrimination**

- (a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **1.03 Procedure for Filing Complaints**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- (b) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.

- (c) If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
- (d) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.
- (e) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (f) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.01 Sole Bargaining Agency**

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

In furtherance of the above, the Employer shall provide an on-site, accessible, locker with a combination lock for the sole use of the Union.

### **2.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 7.06 - Grievance Procedure

Article 7.07 - Dismissal/Suspension for Alleged Cause

## 2.03

### **Union Check-Off**

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Implementation shall be six months following the

signing of the Collective Agreement.

#### **2.04 Induction**

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

#### **2.05 Shop Stewards**

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum two (2) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall unduly interfere with the employer's operations, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty and where his/her absence would unduly interfere with the employer's operations, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

#### **2.06 Badges and Insignia**

Employees are permitted to wear Union pins or Shop Steward badges.

**2.07 Bulletin Boards**

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the union.

**2.08 Notice of Union Representative Visits**

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without advising the Manager or designate.

**2.09 Legal Picket Line**

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

**ARTICLE 3 - DEFINITIONS****Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

**Employee:** As defined pursuant to the Labour Relations Board Certification granted 28 January 2009 or those employees employed by Beckley Farm Lodge Society operating at Ayre Manor Lodge.

**Employer:** Beckley Farm Lodge is the employer of the specified employees covered by this collective agreement under the conditions stated above.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The management of the Employer's business, and the direction of the working forces including, but not limited to, the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

## **ARTICLE 5 - DISCUSSION OF DIFFERENCES**

### **5.01 Union Committee**

The Union shall appoint and maintain a committee comprising of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

### **5.02 Union/Management Meetings**

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party.

The time spent by Shop Stewards or Union Committee Members in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01 Union Representation**

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to article 2.05.

### **6.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to article 2.05.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that he/she has the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

No meeting shall take place under this article without reasonable advance notice being given to the member.

### **6.03 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. 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. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

### **6.04 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report 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 procedure.

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**6.05 Personnel File**

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Secretary-Business Manager of the Union (or a designated representative), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other employers) and/or for purposes of the proper application of this Agreement.

**6.06 Grievance Procedure****Grievances**

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to; any questions as to whether a matter is arbitrable, or; any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular grievor.

Grievances of a general nature may be initiated in step two of this grievance procedure.

Grievances shall be processed in the following manner:

**Step One**

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the Supervisor within twenty-one (21) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

### **Step Two**

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the Manager or his/her designate by a Shop Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Manager or his/her designate shall give his/her written reply. If the grievance is not settled at this step, then;

### **Step Three**

The Shop Steward, Secretary-Business Manager or his/her designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 7 within thirty (30) days. The Employer agrees that their representatives at the Step Three meeting have the authority to resolve grievances.

#### **6.07**

#### **Dismissal/Suspension for Alleged Cause**

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

Employees shall not be dismissed or suspended except for just and reasonable cause.

#### **6.08**

#### **Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 7, it is found that an employee was laid off in violation of this Agreement, or disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

**6.09 Time Limits**

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party.

**6.10 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to Chris Sullivan, Irene Holden, Vince Ready, Joan Gordon or a substitute agreed to by the parties, shall:

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

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The parties shall jointly bear the cost of the Troubleshooter

**6.11 Expedited Arbitrations**

- (1) Grievances for expedited arbitration shall be scheduled to be heard on a date and at a location mutually agreed by the parties.
- (2) As the process is intended to be non-legal, lawyers will not be used to represent either party. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (4) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (5) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (6) The expedited arbitrators, who shall act as sole arbitrators, shall be Chris Sullivan, Irene Holden, Vince Ready, Joan Gordon or a substitute agreed to by the parties.
- (7) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (8) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

## **ARTICLE 7 - ARBITRATION**

### **7.01 Composition of Board**

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

#### **List of Arbitrators:**

1. Chris Sullivan
2. Irene Holden
3. Vince Ready
4. Joan Gordon

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

The decision of the said arbitrators made in writing in regard to any difference/s, shall be final and binding upon the Employer, the Union, and the employees concerned.

**7.02 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order his or her reinstatement with or without benefits or under such circumstances as he/she deems equitable in consideration of all the circumstances.

**7.03 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

**7.04 Expenses of Arbitration Board**

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

**7.05** The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

**7.06** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**7.07** The time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

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## **ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS**

Employees will accumulate seniority based upon straight time hours. Overtime hours worked shall not be included in the accumulation of seniority.

### **8.01 Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

### **8.02 Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits as outlined in this Collective Agreement.

### **8.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as outlined in this Collective Agreement.

### **8.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 6.06 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

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## **ARTICLE 9 - PROBATIONARY PERIOD**

**9.01** For the first 468 hours or 3 months of continuous service, whichever comes first, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

**9.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites.

## **ARTICLE 10 - JOB POSTING**

**10.01** If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the wage rate, a summary of the job description, the required qualifications, the hours of work including days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.

### **10.02 Temporary Vacancies less than 30 Days**

(a) Notwithstanding clause 10.01, if the vacancy is a temporary one of less than thirty (30) calendar days, the position shall not be posted and instead shall be filled as follows:

(i) In order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;

(ii) By casual employees;

(iii) If the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made;

(b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 11.01.

- 10.03** The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- 10.04** Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union applicants pursuant to paragraph (a) above.
- 10.05** The employer shall, within three (3) calendar days of the successful applicant being notified, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- 10.06** The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- 10.07** Two (2) copies of all postings shall be sent to the Secretary-Business Manager of the Union within the aforementioned seven (7) calendar days.

## **ARTICLE 11 - SENIORITY**

### **11.01 Promotion, Transfer, Demotion**

In the promotion, transfer or voluntary demotion of employees, efficiency, and required qualifications shall be the determining factors. However, where two (2) or more employees have indicated their interest in the same promotion or transfer, then the employee with the most seniority shall be given the promotion or transfer, provided she/he has the ability to perform the job.

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**11.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section.

**11.03 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates. An employee may be returned to their former job without fourteen (14) days notice.

**11.04 Seniority Dates**

Seniority lists shall be reviewed and posted quarterly on the first pay period after March 31, June 30, September 30 and December 31 annually. Such seniority dates shall be subject to correction for error on proper representation by the Union, within thirty (30) days of the Union's receipt of the seniority dates. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

- 11.05** The Employer shall supply the Union with a seniority list by department on the dates as per Article 11.04, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular day-time hours.
- 11.06** Seniority status, once acquired will be lost only for the following reasons:
- (a) Voluntary resignation;
  - (b) Discharge for cause;
  - (c) Layoff in excess of twelve (12) months;

## **ARTICLE 12 - JOB DESCRIPTIONS**

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Shop Steward, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether:
  - (i) The job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
  - (ii) The job is properly remunerated in relation to the existing wage schedule; and,
  - (iii) Any qualifications established for the job are relevant and reasonable.

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**ARTICLE 13 - NEW AND CHANGED POSITIONS****13.01 Notice of New Positions**

In the event the Employer shall establish a new position, the classification and wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union; unless written notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered as agreed to.

**13.02 Notice of Changed Positions**

In the event the Employer shall adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which shall be affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classifications and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered as agreed to.

**13.03** The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 7.

**ARTICLE 14 - SHIFT AND WEEKEND PREMIUMS**

The following shift premiums shall be effective April 1, 2009.

**14.01** Employees working the evening shift shall be paid a shift premium of one dollar (\$1.00) per hour for the entire shift worked. Evening shift is defined as any shift in which the major portion occurs between 3:00 pm (1500 hours) and 11:00 p.m. (2300 hours).

**14.02** Employees working the night shift shall be paid a shift premium of one dollar and sixty five cents (\$1.65) per hour for the entire shift worked. Night shift is defined as any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

- 14.03** Employees shall be paid a weekend premium of one dollar (\$1.00) per hour for every hour worked between 2300 hours Friday and 2300 hours Sunday.

#### **ARTICLE 15 - TECHNOLOGICAL CHANGE**

- 15.01** As per Section 54 of the Labour Relations Code, where the Employer intends to introduce technological change which affects the job security of employees, the employer shall give no less than sixty (60) calendar days notice in writing to the Union.
- 15.02** The Employer and the union shall meet within twenty-one (21) days of the date of the notice.
- 15.03** If the employer and the Union fail to reach agreement, the matter may be referred to the Expedited Arbitration procedure of this agreement.
- 15.04** **Technological Displacement**

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 15 and Article 16.

#### **ARTICLE 16 - REDUCTION IN WORK FORCE**

- 16.01** In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off. A reduction of an employee's scheduled hours of work per week shall be considered a layoff.
- 16.02** The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:
- (a) Less than five (5) years' seniority – twenty eight (28) calendar days;
  - (b) Five (5) or more years' seniority - one (1) additional week for each additional year of employment to a maximum of eight (8) weeks notice.

**16.03 Bumping**

It is agreed that in instances where a job is eliminated, or significantly changed the following shall apply:

- (a) Employees shall be laid off in reverse order of seniority.
- (b) A laid off employee may bump a less senior employee provided the employee possesses the ability to perform the job of the less senior employee. The Employer shall supply to the Employee and the Union designates a list of all employees that may be bumped by the Employee. Bumping rights must be exercised within thirty-one (31) days of notification of lay off by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

- (c) Employees on lay off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

**16.04** Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from an act of God, fire or flood.

**16.05** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 16.03 of this Agreement.

- 16.06** Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.
- 16.07** An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

#### **ARTICLE 17 - CONTRACTING OUT**

**17.01 No Layoff of Employees**

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

#### **ARTICLE 18 - TERMINATION OF EMPLOYMENT**

**18.01 Employees Notice of Termination**

Employees shall make every effort to give 28 calendar days notice when terminating their employment.

**18.02 Employment Abandoned**

An employee who fails to report for work for 3 consecutive scheduled shifts without notifying their supervisor will be considered to have abandoned their position unless they provide their supervisor with an acceptable reason for their absence. The acceptable reason must be provided within seven (7) days.

#### **ARTICLE 19 - SCHEDULING PROVISIONS**

- 19.01** (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the

alteration shall be confirmed in writing or by telephone to the affected employee(s) before it takes place. The telephone call shall be recorded in the call log.

- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

The work week shall provide for continuous operation Sunday through Saturday.

### **20.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 35 hours (four on two off rotation) to 37.5 hours per week, 7.5 hours per day, or an equivalent mutually agreed by the

parties.

- (b) Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.
- (c) Regular employees shall receive no less than two (2) consecutive rest days off each week, otherwise overtime rates shall be paid in accordance with Article 21.

#### **20.03 Rest and Meal Periods**

##### **(a) Rest Periods**

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

##### **(b) Meal Periods**

All employees covered by this Collective Agreement working more than five (5) hour shift shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

#### **20.04 Full-Time Positions**

The employer will create as many full-time positions as possible.

### **ARTICLE 21 - OVERTIME**

**21.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days shall be paid:

- (1) The rate of time and one-half of their basic hourly rate of pay for the first two (2) hours of overtime and double time thereafter;
- (2) The rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off provided the employee has completed their regular schedule.

- 21.02** Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled. An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Manager or his/her Designate.
- 21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 26, the employee shall be paid overtime at the rate of time and one half the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours in that day.
- 21.04** Overtime shall be compensated either in cash or time off. This must be specified in writing to the Manager by the employee by the end of the current pay period, and if not done so, will be compensated by cash. Time off shall be scheduled at a mutually agreeable time within 6 months or by March 31<sup>st</sup>, whichever occurs first. Overtime shall be paid by the end of the next pay period.
- 21.05** An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal. One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
- (i) This clause shall not apply to part-time employees until the requirements of Article 21.07 have been met.
  - (ii) 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 work day.
- 21.06** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.
- 21.07** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

- 21.08** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.
- 21.09** An employee required to work overtime adjoining his/her regular shift, shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

#### **ARTICLE 22 - CALL-BACK**

- 22.01** Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate whether or not he/she actually commences work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of forty-six (\$0.46) cents per kilometre from the employee's home to the Employer's place of business and return.

#### **ARTICLE 23 - CALL-IN - STATUTORY REQUIREMENT**

- 23.01** Any employee, except those covered by Article 22.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

#### **ARTICLE 24 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

- 24.01** In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

- 24.02** In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

#### **ARTICLE 25 - TRANSPORTATION ALLOWANCE**

- 25.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-six cents (\$0.46) per kilometre.

Employees may refuse to use their own vehicles to perform the business of the employer.

#### **ARTICLE 26 - STATUTORY HOLIDAYS**

**26.01** **Statutory Holidays**

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

The current practice of remuneration for statutory holidays shall be continued, that is, all regular employees shall continue to receive 4.2% of earnings on each pay cheque.

- 26.02** Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2) for those hours worked on the statutory holiday.
- 26.03** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- 26.04** All employees scheduled to work on any of the statutory holidays as listed in Article 26 shall not have their normal hours of work reduced.
- 26.05** Except as otherwise provided in this Agreement, employees on leave of absence, excluding vacation, will not be eligible for paid holidays.

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## **ARTICLE 27 - VACATIONS**

### **27.01 Vacation Entitlement**

All regular employees shall earn vacation credits as follows:

- 1 year's continuous service – 20 working days or 150 hours
- 2 years' continuous service – 20 working days or 150 hours
- 3 years' continuous service – 20 working days or 150 hours
- 4 years' continuous service – 20 working days or 150 hours

The vacation year will be January 1<sup>st</sup> to December 31<sup>st</sup>. Vacations will be prorated according to hours worked.

Employees may only use vacation credits earned up to the date the vacation commences.

### **27.02 Vacation Scheduling**

Vacations can be scheduled and taken throughout the year and granted in the order in which the written requests are received.

The number of employees granted vacation on the same date will be determined by:

- (i) The total number of employees who are off at that time, and;
- (ii) The availability of qualified casual staff to meet the needs of the operation.

### **27.03 Vacation Pay**

Vacation pay shall be paid in accordance with Article 38.

### **27.04 Vacations Carry Over**

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next. Employees who fail to schedule their vacation by September 30 of the year it was to be taken may have their remaining vacation scheduled by the Employer. Vacation entitlement will not be paid out.

### **27.05 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 27.01.

**27.06 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**27.07** Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time.

**ARTICLE 28 - SPECIAL LEAVE**

Effective October 1, 2009, employees may apply for Special Leave with pay of up to four (4) days per year for the following

- (i) Compassionate leave of absence shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides;
- (ii) Serious household emergency or to care for a child or immediate family member at home due to serious illness where there is no one else at the employee's home who is able to attend to the emergency.

**ARTICLE 29 - SICK LEAVE, W.C.B., INJURY-ON-DUTY**

**29.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further. Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

**29.02** Effective October 1, 2009, sick leave credits with pay shall be granted on the basis of one (1) work day per month or twelve (12) work days per year, cumulative up to thirty (30) work days or two hundred and twenty five (225) hours, prorated to hours paid. Upon

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completion of the probationary period, employees who qualify shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

**29.03** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

**29.04** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness.

**29.05** WCB leave with pay shall be granted for the one (1) day or less not covered at the beginning of a WCB claim under the Workers' Compensation Act.

**29.06** Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

**29.07** Employees must notify the employer as promptly as possible of any absence from duty because of sickness and employees must notify the employer prior to their return. For extended absences, employees, wherever possible, will give the employer at least fourteen (14) days notice of the date of their return to work.

**29.08** Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

- 29.09** Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing.

## **ARTICLE 30 - LEAVE - UNPAID**

### **30.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the General Manager or his/her Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **30.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

### **30.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate seniority and benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **30.04 Unpaid Leave - Union Business**

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:

- 
- (i) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
  - (ii) For elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (iii) Members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
  - (iv) For employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. 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. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 31 - MATERNITY LEAVE**

### **31.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

### **31.02 Parental Leave for Birth and Adopting Parents**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended

pursuant to Section 12(7) of the Employment Insurance Act.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption;
  - (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

**31.03** Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's benefit coverage during maternity and parental leave provided the employee maintains his/her share of the cost of the plan.

## **ARTICLE 32 - ADOPTION LEAVE**

**32.01** Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

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**ARTICLE 33 - UNION ADVISED OF CHANGES**

- 33.01** The Union Secretary - Business Manager shall be informed in writing of any change contemplated by the Employer which affects the terms of this Agreement.

**ARTICLE 34 - VACCINATION AND INOCULATION**

- 34.01** Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis vaccine to those employees who may be exposed to body fluids or other sources of infection. It is understood the cost of the Hepatitis vaccine is covered under Article 36 - Health Care Plans.

**ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY****35.01 Occupational Health and Safety Committee**

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.
- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to

the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.

- (c) Employees shall, wherever possible, report safety related issues to their supervisor. The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.
- (f) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

## **35.02**

### **Training and Orientation**

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

**35.03 Right to refuse Unsafe Work**

Employees have the right to refuse to perform unsafe work pursuant to the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

**35.04 Protective Clothing and Equipment**

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.
- (b) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

**35.05 (a) Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be continued on the Health Care Plans and the employer shall maintain the employee's benefit coverage to a maximum of seventeen (17) weeks provided the employee maintains his/her share of the cost of the Plan.

**(b) Employee to Contact Employer**

Employees who are absent from work due to Worker's Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

**(c) Return to Work Following Illness or Injury**

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

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**ARTICLE 36 - HEALTH CARE PLANS**

Effective October 1, 2009, employees shall be covered by the following Health Care Plans. Eligible employees must be covered as a condition of employment.

**36.01 Coordination of Benefits**

Where the eligible employee is insured for similar benefits under more than one plan they will be required to follow the coordination of benefits as outlined by the carrier.

**36.02 Change in Carrier**

The employer will provide the Union with thirty (30) days notice of any change in carrier. The employer agrees to ensure that at a minimum a new carrier shall provide the same benefits and benefit levels as the previous carrier.

**36.03 Eligibility for Benefits**

After completion of the probationary period, regular employees who work 15 hours or more per week shall be enrolled in the following benefits.

**36.04 Benefit Coverage**

Coverage shall be as outlined in Appendix "A". Employees shall be provided with a Benefits Booklet outlining benefit coverage.

**36.05 Life Insurance**

Premiums shall be 100% employer paid.

**36.06 Accidental Death and Dismemberment**

Premiums shall be 100% employer paid.

**36.07 Dental Plan**

Premiums will be paid 80% by the employer and 20% by the employee.

**36.08 Extended Health Care Plan (including vision care)**

Premiums will be paid 80% by the employer and 20% by the employee.

**ARTICLE 37 - REGISTERED RETIREMENT SAVINGS PLAN**

**37.01** Effective October 1, 2009, employees may contribute either 1% or 2% of their earnings to a Registered Retirement Savings Plan of their choice. The employee will notify the employer of which Fund the monies will be deposited in. The employer will match the employee's contribution and deposit the monies each pay period to the Fund of the employee's choice.

**ARTICLE 38 - PAY DAYS**

**38.01** Employees shall be paid by direct deposit every second Wednesday, subject to the following provisions:

- (a) The statements given to employees with their pay stubs shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.

**ARTICLE 39 - UNIFORMS**

The Employer shall supply and maintain (launder and repair) aprons and hairnets for employees who are required to wear same. Employees must return to The Employer aprons and other Employer property in their possession at the time of termination of employment. The Employer will take such action as required to recover the value of articles which are not returned.

**ARTICLE 40 - PERSONAL AND EMPLOYER PROPERTY**

**40.01** Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

- 40.02** Upon submission of reasonable proof, the Employer will repair or indemnify against damage to clothing and personal property, including eye glasses of an employee, incurred while the employee is on duty and caused by the actions of a resident.

#### **ARTICLE 41 - PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

#### **ARTICLE 42 - EFFECTIVE AND TERMINATING DATES**

##### **42.01 Effective and Terminating Dates**

- (i) The Agreement shall be effective January 28, 2009 and shall remain in force and be binding upon the parties until March 31, 2012 and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

##### **42.02 Effective Date of Wages and Benefits**

2009 wage rates, shift and weekend premiums shall be effective April 1, 2009

All non-compensatory provisions shall be effective from the Date of Certification unless otherwise specified in this Collective Agreement. Wages and Benefits shall be effective from the date of ratification or as otherwise specified. All regular employees shall discontinue receiving 5.26% of earnings on each pay cheque effective October 1, 2009. The following benefits shall become effective for all regular employees on October 1, 2009:

- (i) Article 28 – Special Leave
- (ii) Article 29 – Sick Leave

- (iii) Article 36 - Health Care Plans
- (iv) Article 37 – Registered Retirement Savings Plan

#### **42.03 Retroactivity**

Employees shall be paid full retroactivity of the increase in wages retroactive to their effective dates.

Employees who sever employment subsequent to April 1, 2009 shall be paid full retroactivity of the general increase in wages to April 1, 2009, to the extent they were employed by Beckley Lodge Society at Ayre Manor Lodge. The Employer shall notify all such employees (once in writing) at their last known mailing address that such retroactivity is payable upon written application.

- 42.04** It is agreed that the operation of Subsection 2 and 3 of Section 50 of the Labour Code of British Columbia is excluded from this Agreement.

#### **ARTICLE 43 - SAVINGS CLAUSE**

- 43.01** 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 Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 7 of the Collective Agreement.

#### **ARTICLE 44 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE**

- 44.01** The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.

- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.

- 44.02** Where the Employer is aware that the position that is being filled by a casual employee will be in excess of thirty (30) days, the position shall be posted and filled pursuant to Article 11.
- 44.03** Part time employees may also register for casual work provided there are no overtime costs.
- 44.04** Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.
- 44.05** Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing.
- 44.06** For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- 44.07** Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the first pay period after March 31, June 30, September 30 and December 31 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.
- For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.
- Within two weeks of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.
- 44.08** Call in procedure – All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.

- 44.09** Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- 44.10** The parties agree that all terms of the collective agreement will apply to casual employees except as follows or as specifically outlined in Article 44:
- Article 16 - Reduction in Work Force
  - Article 19 - Scheduling Provisions
  - Article 26 - Statutory Holidays
  - Article 27 - Vacations
  - Article 28 - Special Leave
  - Article 29 - Sick Leave
  - Article 30 - Unpaid Leave
  - Article 31 - Maternity Leave
  - Article 32 - Adoption Leave
  - Article 36 - Health Care Plans
  - Article 37 - Registered Retirement Savings Plan
- 44.11** Casual employees shall receive twelve point two (12.2) percent of their straight time pay in lieu of scheduled vacations and statutory holidays.
- 44.12** Casuals shall serve a probationary period of 468 hours. If a casual successfully bids into a regular position, the portion of the 468 hours served will count towards his/her probation pursuant to Article 9.01
- 44.13** Casual employees may enroll in the Health and Welfare Benefit Plan pursuant to Article 36 if they are working 15 hours or more per week on a regular basis and are working in a temporary posting for 6 months or more. If the casual employee meets the above requirements, they will pay 100% of the cost of the premiums.

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**WAGE SCHEDULE**

The following hourly wage rates shall be in effect for employees in each of the classifications for the term of this agreement:

<b>CLASSIFICATION</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
Resident Care Worker	\$21.50	\$22.00	\$22.50
Recreation Worker	\$21.50	\$22.00	\$22.50
Food Services Supervisor/ Day Cook	\$19.80	\$20.30	\$20.80
Lead Cook	\$17.80	\$18.30	\$18.80
Prep Cook	\$14.80	\$15.30	\$15.80
Server	\$14.80	\$15.30	\$15.80
Housekeeper	\$14.80	\$15.30	\$15.80
Maintenance	\$18.80	\$19.30	\$19.80
Admin Assistant	\$16.80	\$17.30	\$17.80

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## Letter of Understanding

Between

**Beckley Farm Lodge Society operating at Ayre Manor Lodge**

And

**Hospital Employees' Union**

**Re: Regular employees filling temporary vacancies pursuant to Article 10.02**

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For the purposes of filling temporary vacancies pursuant to Article 10.02, the following has been agreed between the Employer and the Union:

- Regular employees may fill temporary vacancies where the vacancy is either a 2 day block, a 4 day block or more.
- The Employer must have 6 days advance notice of the block being available before the regular employees will be called to fill the vacancy.
- If the above conditions are met, the regular employees shall be called ahead of the casual employees. They shall be called in order of seniority starting with the most senior.
- For the purposes of the call-out, those regular employees on shift shall also be offered the vacancy.
- The calls shall be recorded in the Log Book pursuant to Article 44.08.
- If the application of this Letter of Understanding would require the employer to pay overtime to the employee, the proposed move shall not be made.
- Either party may discuss the operation of this Letter of Understanding at Labour/Management meetings.

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**APPENDIX A****Article 36 - Health Care Plans**

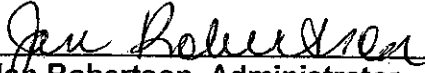
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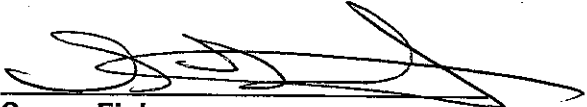
- Enrollment after completion of a 3 month waiting period
- Life Insurance \$25,000
- Accidental Death and Dismemberment \$50,000
- Dental – Basic Preventative coverage at 80%
- Extended Health coverage at 80%


And includes a pay direct card for prescription drugs, coverage for some paramedical services, vision care and out of country travel coverage.


SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

  
Jan Robertson, Administrator

  
Susan Fisher  
Coordinator of Organizing & Private  
Sector Bargaining

  
Anne Wraggett, Director of Finance  
and Administration

  
Heather Compton  
Bargaining Representative

  
Robert Walker, Kitchen Manager

  
Amanda Truman  
Bargaining Committee

  
Cheryl Wiebe  
Bargaining Committee

Date Signed: June 24, 2010

Date Signed: June 25/10