

**COLLECTIVE AGREEMENT**

**between the**

**AMICA AT BEECHWOOD VILLAGE  
(Amica Mature Lifestyles)**

**and the**

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

**Effective from April 1, 2016 to March 31, 2020**

**TABLE OF CONTENTS**

**DEFINITIONS.....1**

**ARTICLE 1 - PREAMBLE .....2**

    1.1 Purpose of Agreement..... 2

    1.2 Future Legislation ..... 2

    1.3 Licensed Premises..... 2

    1.4 Conflict with Regulations..... 2

    1.5 Use of Feminine and Singular Terms..... 2

    1.6 Sexual Harassment and Harassment..... 3

    1.7 Personal Harassment..... 3

**ARTICLE 2 - BARGAINING AGENT RECOGNITION .....4**

    2.1 Bargaining Agent Recognition ..... 4

    2.2 No Other Agreement ..... 4

    2.3 Union and Employer Representation..... 4

    2.4 Correspondence..... 4

    2.5 Union Representatives ..... 4

    2.6 Recognition and Rights of Stewards ..... 5

    2.7 Union Bulletin Board..... 5

    2.8 No Discrimination ..... 5

    2.9 Union Insignia and Union Shop Card ..... 5

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

    2.11 Unpaid Leave - Union Business ..... 6

    2.12 Membership Information ..... 6

**ARTICLE 3 - UNION SECURITY.....6**

    3.1 Union Membership..... 6

    3.2 ..... 7

    3.3 Excluded Personnel..... 7

**ARTICLE 4 - CHECK-OFF OF UNION DUES .....7**

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES .....7**

**ARTICLE 6 - EMPLOYER RIGHTS .....8**

    6.1 Rights Reserved..... 8

    6.2 Management Rights..... 8

**ARTICLE 7 - EMPLOYER-UNION RELATIONS.....8**

    7.1 Labour-Management Committee ..... 8

    7.2 Employee Attendance at Staff Meetings ..... 9

**ARTICLE 8 - GRIEVANCE PROCEDURE .....9**

    8.1 Grievance Procedure ..... 9

    8.2 Step 1..... 9

    8.3 Time Limits to Present Initial Grievance ..... 9

    8.4 Step 2..... 9

    8.5 Step 2 Meeting..... 10

    8.6 Time Limit to Reply at Step 2..... 10

    8.7 Time Limits to Submit to Arbitration ..... 10

    8.8 Dismissal or Suspension Grievance ..... 10

    8.9 Deviation from Grievance Procedure ..... 10

8.10	Technical Objections to Grievances .....	10
8.11	Amending Time Limits .....	11
8.12	Policy Grievances .....	11
8.13	Failure to Observe Time Limits.....	11
<b>ARTICLE 9 - ARBITRATION .....</b>		<b>11</b>
9.1	Notification .....	11
9.2	Appointment of a Single Arbitrator.....	11
9.3	Binding Decision.....	11
9.4	Jurisdiction of the Arbitrator .....	11
9.5	Cost of Arbitrator .....	11
9.6	Disagreement on Decision.....	11
9.7	Amending Time Limits .....	12
9.8	Expedited Mediation/Arbitration Process .....	12
<b>ARTICLE 10 - DISCIPLINE AND DISMISSAL .....</b>		<b>12</b>
10.1	Discipline .....	12
10.2	Notice of Dismissal or Suspension .....	13
10.3	Right to Grieve Disciplinary Action.....	13
10.4	Evaluation Reports.....	13
10.5	Personnel File.....	13
10.6	Right to Have Steward Present .....	13
<b>ARTICLE 11 - SENIORITY .....</b>		<b>14</b>
11.1	Definition.....	14
11.2	Seniority Date.....	14
11.3	Leaving the Bargaining Unit.....	14
11.4	Probation.....	14
11.5	Loss of Seniority .....	14
<b>ARTICLE 12 - VACANCY POSTING .....</b>		<b>15</b>
12.1	Postings .....	15
12.2	Selection Criteria.....	15
12.3	Probationary Period.....	16
12.4	Qualifying Period .....	16
12.5	Applications from Employees.....	16
12.6	Right to Grieve .....	16
12.7	Work Assignments .....	16
12.8	Recruitment .....	16
<b>ARTICLE 13 - LAYOFF AND RECALL PROCEDURE .....</b>		<b>17</b>
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>17</b>
14.1	Hours of Work for Regular Employees.....	17
14.2	Scheduling .....	18
14.3	Changes in Scheduling .....	18
14.4	Meal and Rest Periods.....	18
14.5	Conversion of Hours .....	19
<b>ARTICLE 15 - EMPLOYEE TRAINING .....</b>		<b>20</b>
15.1	Training Compensation.....	20
15.2	Required Training.....	20
15.3	Educational Leave .....	20

15.4	Training Opportunities.....	20
<b>ARTICLE 16 - UNIFORMS AND CLOTHING .....</b>		<b>20</b>
16.1	Proper Dress.....	20
16.2	Unconventional Mode of Dress.....	20
16.3	Shoe Allowance.....	20
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>		<b>21</b>
17.1	Paid Holidays.....	21
17.2	Holiday Falling on Day of Rest .....	21
17.3	Holiday Falling on a Scheduled Workday.....	21
17.4	Holiday Coinciding With a Day of Vacation.....	21
17.5	Christmas or New Year's Day Off .....	21
17.6	Paid Holiday Pay.....	21
17.7	Lieu Days .....	21
17.8	Eligibility .....	22
17.9	Vacation .....	22
<b>ARTICLE 18 - OVERTIME.....</b>		<b>22</b>
18.1	Definitions .....	22
18.2	Overtime Entitlement.....	22
18.3	Right to Refuse Overtime .....	22
18.4	Overtime for Employees Working Less than Full-Time .....	23
18.5	Overtime Coffee Break .....	23
18.6	Paid Holidays.....	23
18.7	Authorization Required .....	23
18.8	Minimum Pay.....	23
<b>ARTICLE 19 - ANNUAL VACATION .....</b>		<b>23</b>
19.1	Annual Vacation Entitlement .....	23
19.2	Seniority Preference in Scheduling .....	24
19.3	Circulation of Vacation Preference Form.....	24
19.4	Vacation Pay on Termination .....	25
19.5	Callback .....	25
19.6	Work in Higher Rated Position .....	25
19.7	Approved Leave of Absence with Pay During Vacation .....	25
19.8	Vacation Credits Upon Death .....	25
<b>ARTICLE 20 - WORKERS' COMPENSATION .....</b>		<b>25</b>
20.1	Sick Leave/Workers' Compensation.....	25
20.2	Benefits While on Compensation.....	25
20.3	Employee to Contact Employer.....	26
<b>ARTICLE 21 - ILLNESS AND INJURY .....</b>		<b>26</b>
21.1	Return to Work Following Illness or Injury .....	26
21.2	Employee to Inform Employer .....	26
21.3	Medical Forms.....	26
<b>ARTICLE 22 - LEAVES OF ABSENCE.....</b>		<b>26</b>
22.1	Compassionate Leave.....	26
22.2	Jury and Witness Duty .....	27
22.3	Election Days.....	27
22.4	General Leave .....	27

22.5	Court Attendance.....	27
22.6	Special Leave.....	27
22.7	Family Leave.....	28
22.8	Unpaid Leave for Public Office.....	28
22.9	Leave for Medical/Dental Care.....	28
<b>ARTICLE 23 - MATERNITY, ADOPTION LEAVE .....</b>		<b>28</b>
23.1	Maternity and Adoption Leave .....	28
23.2	Benefits .....	29
23.3	Extension of Maternity Leave.....	29
<b>ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>29</b>
24.1	Transportation of Accident Victims.....	29
24.2	Health and Safety Committee .....	29
24.3	Investigation of Accidents .....	30
24.4	Right to Refuse Unsafe Conditions.....	30
24.5	Lieu Time to Attend Meetings.....	30
24.6	Communicable Diseases.....	30
24.7	Protective Clothing and Supplies .....	30
<b>ARTICLE 25 - ADJUSTMENT PLAN.....</b>		<b>30</b>
<b>ARTICLE 26 - CONTRACTING OUT.....</b>		<b>31</b>
<b>ARTICLE 27 - HEALTH AND WELFARE.....</b>		<b>31</b>
27.1	Medical Plan.....	31
27.2	Benefits .....	31
27.3	Change of Plan Carriers .....	33
<b>ARTICLE 28 - PAYMENT OF WAGES .....</b>		<b>33</b>
28.1	Rates of Pay.....	33
28.2	Paydays.....	33
28.3	Payment of Wages Upon Termination, Layoff or Resignation.....	33
28.4	Substitution.....	33
28.5	Relief in Position Outside Bargaining Unit .....	33
<b>ARTICLE 29 - JOB CLASSIFICATIONS AND WAGE RATES .....</b>		<b>33</b>
<b>ARTICLE 30 - GENERAL CONDITIONS .....</b>		<b>34</b>
30.1	Indemnity.....	34
30.2	Copies of Agreement .....	34
30.3	Personal Property Damage.....	35
30.4	Lockup for Personal Effects .....	35
<b>ARTICLE 31 - DURATION OF AGREEMENT.....</b>		<b>35</b>
31.1	Duration .....	35
31.2	Notice to Bargain .....	35
31.3	Change in Agreement .....	35
31.4	Agreement to Continue in Force.....	35
31.5	Effective Date of Agreement .....	36
31.6	Section 50(2) and (3) Excluded.....	36
31.7	Medical Examinations.....	36

<b>APPENDIX 1 - Casual Employees .....</b>	<b>38</b>
<b>APPENDIX 2 - Procedure for Calling Casual Employees for Work .....</b>	<b>38</b>
<b>APPENDIX 3 - Salaries .....</b>	<b>39</b>
<b>APPENDIX 4 - Excluded Positions .....</b>	<b>40</b>

## DEFINITIONS

"*Bargaining Unit*" - is the unit for collective bargaining described in the certification issued by the Labour Relations Board on September 10, 1993 covering employees of the Employer for whom the B.C. Government and Service Employees' Union is the bargaining agent.

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

"*Continuous Service*" - means uninterrupted regular full-time or regular part-time employment with the Employer. Leaves pursuant to Articles 2.6, 2.11, 20, 21, 22, and 23 are not interruptions in service.

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

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

"*Dependant*" - an employee's spouse, legal or common-law, of same or opposite sex; an unmarried person who is your natural child; or an adopted child, stepchild, foster child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than twenty-two (22) years of age; or twenty-two (22) years but younger than twenty-five (25) years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or twenty-two (22) years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the Contract, provided the child was covered under the Contract as a dependant on the day prior to his or her twenty-second (22<sup>nd</sup>) birthday and remains dependent on you for support.

"*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 eighty (480) hours.
- (b) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
  - (1) paid leave relief
  - (2) unpaid leave relief
  - (3) temporary increase of workload

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

(d) "*full-time regular employees*" - full-time regular employees are regularly scheduled employees who work an average of forty (40) hours per week on a continuing basis.

"*Employer*" - means Amica at Beechwood Village (Amica Mature Lifestyles), 2315 Mills Road, Sidney, BC.

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

"*Layoff*" - means a cessation of employment, or elimination of a position or a change of position that includes: a reduction in the hours of work of five (5) hours per week or more, except when requested by the employee.

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

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

"*Spouse*" - means a person of the opposite sex to whom the employee is legally married or a common-law or same sex relationship and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

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

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, and to promote a healthy working relationship between the parties. The Union and Employer recognize the quality of services provided by Beechwood Village is related to an effective working relationship between the parties.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

- (a) The remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be referred to mediation/arbitration for resolution. A decision by an arbitrator pursuant to this clause will remain in effect during the term of this agreement.

### 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 negotiate an agreement.

### 1.4 Conflict with Regulations

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

### 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 Sexual Harassment and Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and harassment. An employee allegedly being sexually harassed and/or harassed shall register the complaint in writing, no later than six (6) months of the latest alleged occurrence either directly to the Manager, or through the Union. Management and the Union shall deal with the complaint with all possible confidentiality.

Management shall investigate the allegation of sexual harassment or harassment in an expeditious manner, and issue a report no later than twenty-one (21) days after receiving the complaint and, if substantiated, take action appropriate to the offence. Where a party is not satisfied with this action or the complaint is not resolved, a grievance may be submitted at Step 2 of the grievance procedure.

The Employer shall notify the Union within seven (7) calendar days of issuing the report, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The parties may amend time limits by mutual agreement and for exceptional circumstances.

The parties agree that substantiated cases of sexual harassment shall be cause for discipline, up to and including dismissal.

Allegations of sexual harassment or harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

(a) "*Sexual harassment*" means engaging in conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials, offensive pictures, graffiti, cartoons or sayings;
- (7) unwanted physical contact such as touching, patting, pinching, hugging;

(b) "*Harassment*" is defined as deliberate actions, that ought reasonably to be known to be unwelcome by the recipient toward an individual or individuals, by an employee, Management, or resident on any of the prohibited grounds of discrimination under the British Columbia *Human Rights Code* including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.

## 1.7 Personal Harassment

The Employer and the Union recognize the benefit to be derived from a work environment free from personal harassment and where the conduct and/or language meets the acceptable social standard of the workplace. Personal harassment serves no legitimate workplace purpose. Personal harassment does not include action occasioned through the exercise of the Employer's managerial/supervisory rights and

responsibilities as provided for in Article 6 of this collective agreement. The parties agree to foster and promote such an environment.

- (a) Complaints of personal harassment shall be made within ninety (90) days of the alleged latest occurrence to the appropriate supervisor or manager not involved in the matter.
- (b) Complaints will be investigated and dealt with in an expeditious and appropriate manner.
- (c) If a complaint is not resolved within twenty-one (21) days of the complaint being made, the matter may be filed through the grievance procedure of Article 8.
- (d) The parties may amend time limits by mutual agreement and for exceptional circumstances.

## **ARTICLE 2 - BARGAINING AGENT RECOGNITION**

### **2.1 Bargaining Agent Recognition**

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

### **2.2 No Other Agreement**

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

### **2.3 Union and Employer Representation**

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

### **2.4 Correspondence**

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

### **2.5 Union Representatives**

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

## **2.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards 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 four (4) stewards elected or appointed by the Union.

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

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

The duties of the steward shall include:

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

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

## **2.7 Union Bulletin Board**

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

## **2.8 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 activity in the Union. In addition, the parties hereto subscribe to the principles of the British Columbia *Human Rights Code*.

## **2.9 Union Insignia and Union Shop Card**

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) shop card for the Employer's operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

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

Employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute as defined in the *Labour Relations Code*. Any employee failing to report for duty shall be considered to be absent without pay or benefits. Failure to cross a legal picket line encountered in

carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

### **2.11 Unpaid Leave - Union Business**

(a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice, subject to operational requirements for the purposes listed below:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(i) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

(2) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or

(3) to three (3) employees who are representing the Union to carry on negotiations with the Employer.

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

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

(c) The Employer shall grant, on request, leave of absence without pay:

(1) For employees selected for a full-time position with the Union for a period of one (1) year.

(2) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.

(3) For an employee elected to anybody to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

### **2.12 Membership Information**

The Employer agrees to provide to the Union twice (2x) a year by the first of months of January and July, a list of all union members, their current job classification, employee status, addresses, and telephone numbers known to the Employer.

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.

### 3.2

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

### 3.3 Excluded Personnel

It is agreed that bargaining unit work will not be performed by excluded personnel, except in emergencies, training and demonstration.

## ARTICLE 4 - CHECK-OFF OF UNION DUES

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

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:

- (1) the amounts deducted from each employee;
- (2) the employee's Social Insurance Number;
- (3) classification and rate of pay;
- (4) number of hours worked during the period covered.

(e) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.

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

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

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

## ARTICLE 6 - EMPLOYER RIGHTS

### 6.1 Rights Reserved

The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this agreement, all of the rights, powers and authority which the Employer had prior to the signing of this agreement are retained solely and exclusively by the Employer.

### 6.2 Management Rights

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this agreement, to:

- (a) hire, direct and assign work to employees;
- (b) promote, demote, transfer, layoff, or recall employees;
- (c) suspend, discipline and discharge employees for just and reasonable cause;
- (d) evaluate job performance;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- (g) establish, maintain and enforce rules and regulations that are not inconsistent with this agreement;
- (h) maintain order, discipline and efficiency; and
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time. Such determinations must be in agreement with all other provisions of this agreement.

## 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 written request of any of its member(s), the Labour-Management Committee shall meet at least once every two (2) months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. The Committee shall have the power to make recommendations to the parties.
- (b) A copy of the Labour Management Committee meeting minutes will be provided to the union staff representative.
- (c) Employees shall receive their basic rate of pay for time spent on this committee. An employer representative and union representative shall alternate in presiding over the meetings.

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

- (a) Where an employee is directed by the Employer to attend a staff meeting during his/her working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) Employees shall be entitled to claim overtime pay for such attendance as (a) above where time spent in the meeting results in the employees working more than their regularly scheduled shift or more hours than their regularly scheduled workweek.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Grievance Procedure**

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

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor within ten (10) calendar days of the alleged violation. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, must do so not later than:

- (a) twenty-one (21) calendar days after the date on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) twenty-one (21) calendar days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the senior manager or designate through the union steward.

- (b) The senior manager or designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### **8.5 Step 2 Meeting**

The representative designated by the Employer to handle grievances at Step 2 and the steward shall meet in an attempt to resolve the issues within seven (7) calendar days of the grievance being presented. The employer designate may include a supervisor and/or another member of management in the discussions; and the steward may include another steward, a union staff representative, and/or the grievor, at their discretion.

### **8.6 Time Limit to Reply at Step 2**

The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days of receiving the grievance at Step 2 pursuant to Clause 2.4.

### **8.7 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.

### **8.8 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's dismissal, the Union agrees to meet with the Employer prior to the Union filing the grievance directly at arbitration within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension of five (5) days or greater, or suspension pending investigation, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

### **8.9 Deviation from Grievance Procedure**

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

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

### **8.10 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and render a decision according to equitable principles and the justice of the case. For the purposes of this article, an expired time limit will not be considered to be a technical error.



### **8.11 Amending Time Limits**

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

### **8.12 Policy Grievances**

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

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

### **8.13 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.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party in writing within twenty-one (21) calendar days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **9.2 Appointment of a Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties shall have 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.

### **9.3 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.

### **9.4 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.

### **9.5 Cost of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

### **9.6 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify his/her decision. The Arbitrator shall make every effort to provide written clarification within seven (7) calendar days of receipt of the application. This procedure shall be used for clarification purposes only and not to introduce new issues.

### 9.7 Amending Time Limits

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

### 9.8 Expedited Mediation/Arbitration Process

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) as the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party;
- (c) prior to rendering a decision the Arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, the Arbitrator's decision shall be brief and to the point;
- (d) The offices of Beechwood and the Union will be used for the process on an alternating basis starting with the union office;
- (e) the Arbitrator shall hear the grievances and shall render a decision within seven (7) calendar days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (f) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (g) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (h) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (i) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

## ARTICLE 10 - DISCIPLINE AND DISMISSAL

### 10.1 Discipline

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

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

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

## **10.3 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, suspensions, dismissals, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of her personnel record. Any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been any further infraction. However, all proven cases of harassment shall remain on record for two (2) years. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## **10.4 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within twenty-one (21) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

## **10.5 Personnel File**

(a) An employee, or the President of the Union (or her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, or such other office as the Employer may provide, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.

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

(c) At the request of the employee or his/her representative, copies of any or all documents on the employee's file will be provided by the Employer.

## **10.6 Right to Have Steward Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. An employee has the right to have his/her shop steward present during any disciplinary

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

Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have a staff representative of the Union or another shop steward present at any disciplinary discussion with supervisory personnel.

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

## ARTICLE 11 - SENIORITY

### 11.1 Definition

- (a) Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union.
- (b) For casual employees, seniority shall accrue on the basis of hours paid.
- (c) For all purposes of relating the seniority of casual employees to the seniority of regular employees, the seniority hours of the casual will be divided by eight (8) to determine the number of days seniority. A seniority "*date of hire*" will be set on the back-dated date corresponding to the number of workdays of seniority. The foregoing formula will also be applied to determine the "*regular date of hire*" for casuals that become regular employees in accordance with this agreement.

### 11.2 Seniority Date

- (a) Except as provided in this agreement, an employee's seniority date will be his or her most recent date of hire.
- (b) Seniority lists for all employees shall be posted within the first week of the months of January, April, July and October.

### 11.3 Leaving the Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

### 11.4 Probation

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to his or her date of hire.

### 11.5 Loss of Seniority

*Loss* - Seniority shall be lost and employment terminated if an employee:

- (a) resigns;
- (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 days without notifying the Employer, unless he or she gives reasons satisfactory to the Employer for his or her failure to do so;
- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

## **ARTICLE 12 - VACANCY POSTING**

### **12.1 Postings**

- (a) A posting shall be required for regular and temporary vacancies or new positions which are either indefinite or in excess of three (3) calendar months.

The Employer agrees to post such vacancies or new jobs on the staff room bulletin board for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.

- (b) The posting shall contain the following information: title of the job, qualifications, nature of the position, probable hours of work, wage rate or range.
- (c) If a vacancy is posted and filled, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (d) An employee temporarily placed in accordance with this article shall return to his/her former position when the assignment terminates.

### **12.2 Selection Criteria**

Selection of an applicant for a position posted pursuant to Clause 12.1 will be in accordance with the following procedures:

- (a) If one or more applicant(s) has the same classification as the position posted, then the most senior such applicant will be selected.
- (b) If there are no applicants meeting the criteria of (a) above, then the following procedure will apply:
  - (1) the selection standards as established for each position or class of positions shall be used to assess the merit of candidates as to education, knowledge, experience, skills or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class;
  - (2) Where two (2) or more applicants have qualifications, ability and experience which are equal, the applicant with the greater seniority shall be awarded the position. Internal applicants shall be given every consideration in respect to the filling of the position.

(c) The successful applicant for a regular or new position must have completed, or be given the opportunity to complete the qualifying period of two hundred and forty (240) hours prior to being confirmed in the position.

(d) The Employer shall provide a letter of appointment to an employee upon being hired or upon being a successful applicant in a posted position. This letter shall include the employee's classification, employment status (regular/casual) and regular number of hours per week.

### **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of four hundred and eighty (480) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

### **12.4 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of two hundred and forty (240) hours. For a casual employee, filling a regular position, see Appendix 2.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to her former position, and wage/salary rates, without loss of seniority.

Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

### **12.5 Applications from Employees**

Applications from qualified employees shall be considered prior to applications from non-employees.

### **12.6 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

### **12.7 Work Assignments**

(a) All work of a less than three (3) month duration shall be filled in order of seniority by the most senior employee that is available, willing, and capable of performing the work

(b) Notwithstanding (a) above, the Employer may provide on the job training opportunities in the above job categories. Selection for training opportunities will be by service seniority for those employees not working full-time. Once an employee is trained in a specific job category(s) work will be assigned in accordance with (a) above.

### **12.8 Recruitment**

If the Employer is unable to fill all job vacancies and work assignments in accordance with the procedures outlined in the collective agreement, external recruitment may be utilized. The Employer may advertise vacancies externally.

**ARTICLE 13 - LAYOFF AND RECALL PROCEDURE**

- (a) Employees shall be laid off by job category in reverse order of seniority within the bargaining unit.
- (b) In the event of a layoff, a laid off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee. There shall be no bumping up. A decision to bump a less senior employee must be made in writing with seven (7) calendar days of receiving the notice of layoff.
- (c) A laid off regular employee may opt to be placed on the casual seniority list in order of seniority, for available casual work assignments in any job classification that the employee is qualified to perform. A regular employee would not lose their regular status in this event. Assignment to the casual list does not prevent recall to a regular position if it becomes available.
- (d) Employees on layoff shall be recalled in order of seniority subject to being available, willing, and qualified of performing the work.
- (e) In the event of a permanent layoff, after three (3) continuous months of employment, the Employer must provide one (1) weeks' notice of layoff or wages in lieu, after twelve (12) months of continuous employment, two (2) weeks' notice or wages in lieu and after thirty-six (36) months of continuous employment, four (4) weeks' notice or wages in lieu, and after sixty (60) months of continuous employment, eight (8) weeks' notice or wages in lieu.
- (f) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.
- (g) Employees recalled to work shall receive the current rate for the classification to which they are recalled.
- (h) Where the Employer intends to reduce regular part-time hours, the matter will be discussed with the Labour-Management Committee prior to the implementation of the reduction. Such reductions shall be done in reverse order of seniority, consistent with the requirements of Article 13.

**ARTICLE 14 - HOURS OF WORK****14.1 Hours of Work for Regular Employees**

- (a) *Continuous Operation*—A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Saturday and end at 12:00 midnight on Friday.
- (b) *Hours of Work*—The normal hours of work for a regular full-time employee shall be eight (8) working hours per day. The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

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

- (c) Regular part-time employees may request additional shifts in order of seniority for assignments in any classification that the employee is qualified to perform. However, additional shift assignments cannot conflict with their regular part-time position or the provisions of this agreement. Regular employees exercising rights under Article 13-Layoff and Recall, shall have priority in the assignment of additional hours to the limit of their regular part-time position.

## 14.2 Scheduling

The Employer shall post the hours of work on a bulletin board which is easily accessible and visible to employees.

- (a) A regular employee will not be required to work more than five (5) consecutive shifts without receiving a minimum of two (2) consecutive days off, unless otherwise agreed between the Employer and the employee. In any event, employees must receive thirty-two (32) consecutive hours free from work, or receive double-time for all hours worked in the thirty-two (32) hour period.
- (b) The Employer will schedule the times of all on-duty and off-duty shifts, including statutory holidays, and post the schedule at least fourteen (14) calendar days in advance of the effective date.
- (c) Where the Employer plans to implement a significant change in the shift schedules of regular employees which affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected and the shop steward of the bargaining unit, prior to the implementation of the changes.

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

The determination of regular starting and stopping times for work shall be made exclusively by the Employer, and may be changed by the Employer from time to time subject to the provisions of this agreement. There shall be no split shifts except in emergency situations.

## 14.3 Changes in Scheduling

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the Employer's control, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise the Employer that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.
- (f) Employees may exchange shifts with the prior authorization of the Employer provided that a minimum advance notice of forty-eight (48) hours is given and the Employer shall not unreasonably withhold such authorization. There shall be no increased cost to the Employer should employees exchange shifts with prior notification to the Employer and once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

## 14.4 Meal and Rest Periods

- (a) All employees working a shift six (6) hours or greater shall receive a fifteen (15) minute paid rest period in each half of the shift.



- (b) All employees working less than a six (6) hour shift but a minimum of a four (4) hour shift, will receive one fifteen (15) minute paid rest period.
- (c) All employees working a full eight (8) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the workday.
- (d) An employee is entitled to take his/her meal break away from the premises. Where this cannot be done, he/she shall be compensated for the break at the rate of time and one-half (1½) the basic rate of pay, with the exception of the night auditor, who will be paid for the break at the straight-time rate.
- (e) The actual time of the meal break may be varied by mutual agreement between the employee(s) and the supervisor.
- (f) When an employee's meal break occurs during a period when the kitchen is open, the employee may purchase food from the kitchen at the following cost:

Staff Meals			
Item	Price	GST	Total
Breakfast	1.86	0.09	1.95
Lunch	2.48	0.12	2.60
Lunch sandwich or entrée	2.48	0.12	2.60
Dinner	3.95	0.20	4.15
Dinner Entrée only	3.43	0.17	3.60
Muffin or Bun	0.52	0.03	0.55
Dessert only	1.00	0.05	1.05
Milk or Juice	0.52	0.03	0.55
Pop	0.81	0.04	0.85
Soup or Salad	1.71	0.09	1.80
Toast	0.48	0.02	0.50

- (g) The Employer respects employee meal and rest periods and commits to ensure these meal and rest periods are free from supervision, management-initiated discussions, regarding work and/or work direction. Excluded staff will respect employees' privacy while employees are on their rest and meal periods.

#### 14.5 Conversion of Hours

- (a) Lieu Days - where an employee is granted a lieu day pursuant to Clause 17.2 or 17.3, the time off granted will be eight (8) hours per lieu day for a regular full-time employee and prorated for a regular part-time employee.
- (b) Vacation - where an employee is granted vacation pursuant to Clause 19.1, the annual vacation entitlement shall be converted to hours on the basis of a eight (8) hour day for a regular full-time employee and prorated for a regular part-time employee.
- (c) Designated Paid Holiday - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be eight (8) hours per designated paid holiday for a regular full-time employee and prorated for a regular part-time employee.

## ARTICLE 15 - EMPLOYEE TRAINING

### 15.1 Training Compensation

Should the Employer direct an employee to participate in a course or program, such employee shall be compensated in accordance with the following:

- (a) the hours spent by the employee attending the course or program will be considered to be hours spent working by the employee for the purposes of remuneration and seniority under this agreement; and
- (b) the Employer will pay the cost of the course including tuition fees and reasonable travel and subsistence expenses.

### 15.2 Required Training

Currently the Employer requires but is not limited to the following training in the following positions, meaning that employees directed to take such training will be compensated in accordance with Clause 15.1:

- (a) Employees who serve liquor are required to have successfully completed the "*Serve It Right*" course required by the provincial government.
- (b) All kitchen and dining room employees are required to have successfully completed the "*Food Safe*" course required by the provincial government.

### 15.3 Educational Leave

The Employer may in its sole discretion grant an employee a "*leave of absence*" under Clause 22.4 for educational purposes.

### 15.4 Training Opportunities

Should the Employer offer training opportunities, such training shall be offered to the most senior interested employees.

## ARTICLE 16 - UNIFORMS AND CLOTHING

### 16.1 Proper Dress

Where the Employer requires a uniform to be worn, the supply, repair and laundering of such uniforms will be the responsibility of the Employer.

### 16.2 Unconventional Mode of Dress

Where the Employer requires an unconventional mode of dress or costume the Employer will provide it at its expense.

### 16.3 Shoe Allowance

The Employer will pay a shoe allowance of up to one hundred dollars (\$100) per annum to each regular employee, with provision of receipts, to purchase shoes compliant with the uniform policy.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

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

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

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

(b) An employee shall have the option of working Boxing Day and their Floater Day in exchange for two (2) paid days off to observe religious holidays other than those referenced in 17.1(a) above. Employees exercising this option, shall not be entitled to Holiday Pay pursuant to Clause 17.3 and shall provide written proof of membership in a bona fide recognized religion and shall provide a list of Holidays through the year for which leave will be requested. It is understood that this clause involves no increased cost to the Employer.

### 17.2 Holiday Falling on Day of Rest

When a holiday falls on a regular employee's Day of Rest, the employee shall be entitled to a day off with pay in lieu.

### 17.3 Holiday Falling on a Scheduled Workday

A regular employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of one and one-half (1½) times the basic rate of pay for all hours worked as well as an additional day off with pay.

### 17.4 Holiday Coinciding With a Day of Vacation

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

### 17.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off. The employee shall indicate his/her preference in writing by November of each year.

An employee working Christmas or New Year's Day shall be paid double-time and a day in lieu for time worked.

### 17.6 Paid Holiday Pay

Paid holiday pay shall be based upon the employee's regular hourly wage rate, multiplied by his or her average daily hours during the last twenty (20) days actually worked prior to the paid holiday.

### 17.7 Lieu Days

Lieu days arising from designated paid holidays and the Floater Day shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

### 17.8 Eligibility

Eligible employees shall receive the day off with pay on a paid holiday. To be eligible for paid holiday pay, an employee must have been employed by the Employer for at least thirty (30) consecutive calendar days.

### 17.9 Vacation

If a paid holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such paid holiday.

## ARTICLE 18 - OVERTIME

### 18.1 Definitions

- (a) *Overtime* - means work performed by a regular employee in excess or outside his/her regularly scheduled hours of work as per Clause 14.1.
- (b) *Straight-Time Rate* - means the hourly rate of remuneration for employees.
- (c) *Time and One-Half* - means one and one-half times (1½x) the straight-time rate.
- (d) *Double-Time* - means twice (2x) the straight-time rate.

### 18.2 Overtime Entitlement

- (a) A regular full-time employee shall be entitled to compensation for overtime in excess of regularly scheduled daily hours.

An employee shall receive overtime pay of one and one-half (1½x) times his or her regular hourly wage for all hours worked in excess of:

- (1) eight (8) in a day; or
  - (2) forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.
- (b) Overtime compensation shall be paid at the applicable overtime rate for all time worked.

An employee shall receive overtime pay of two (2) times his or her regular hourly wage for all hours worked in excess of:

- (1) ten (10) in a day; or
- (2) forty-eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.

### 18.3 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations. Notwithstanding this provision, where overtime is requested to be performed, it shall be offered first to the most senior qualified employee on duty. The work shall be performed by the least senior employee in that classification if no other more senior qualified employee accepts the overtime assignment.

**18.4 Overtime for Employees Working Less than Full-Time**

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

**18.5 Overtime Coffee Break**

Employees who work more than two (2) hours of overtime shall receive a paid coffee break of fifteen (15) minutes.

**18.6 Paid Holidays**

Where a week contains a paid holiday, the references to hours in a week in Clause 18.2 above shall be reduced by eight (8) hours for each paid holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the paid holiday.

**18.7 Authorization Required**

Except in emergency situations, no employee is permitted to work unauthorized overtime hours. All overtime must be authorized in writing by management.

**18.8 Minimum Pay**

- (a) The Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of four (4) hours' pay unless his or her work does not commence or is suspended, because of reasons completely beyond the control of the Employer, in which case a minimum two (2) hours pay applies.
- (b) The Employer shall pay a school student reporting for work on his/her school day as required by the Employer his/her regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not he/she commences work.

**ARTICLE 19 - ANNUAL VACATION****19.1 Annual Vacation Entitlement**

- (a) Each regular employee covered by this agreement shall receive vacation pay as follows:

(1)

Years of Service	Annual Vacation Time	Annual Vacation Pay
1-2	10 workdays	4%
3-4	15 workdays	6%
5	20 workdays	8%

(2) Effective the date of ratification, employees with six (6) or more years' service will be entitled to one (1) additional vacation day per year to a maximum of twenty-eight (28) days (11.2%).

(b) For the purposes of calculating continuous years of service under this clause, the Employer will recognize continuous service dating back to date of hire.

(c) Regular part-time employees will be entitled to annual vacation with pay on a proportionate basis.

(d) A common anniversary date of May 1<sup>st</sup> will be used for the purpose of calculating annual vacation entitlement. Where an employee has not completed a year of employment, his/her annual vacation will be calculated on a proportionate basis.

(e) Vacation must be taken between May 1<sup>st</sup> and April 30<sup>th</sup> of the following year, however employees may carry over up to five (5) vacation days to the next vacation year. On or before May 15<sup>th</sup> the Employer shall provide each employee with their current years vacation entitlement in writing.

(f) During the probationary period of employment, an employee earns but cannot schedule vacation.

(g) Vacation pay is calculated on straight-time hours paid as a percentage of the employee's gross earnings for the preceding year. The percentage that applies is set out in (a) above.

(h) Gross earnings shall mean the total earnings realized by an employee from the payment of wage rates for straight-time, overtime, vacation pay and paid holiday pay.

## 19.2 Seniority Preference in Scheduling

Employees shall have preference in respect to annual vacations, within their department according to service seniority. Where the employee chooses to split her vacation, her second choice of vacation shall be made only after all other employees concerned have made their initial selection. Only one (1) employee at a time in each department will be scheduled off on vacation unless operational requirements allow for greater flexibility.

## 19.3 Circulation of Vacation Preference Form

(a) Vacation preference forms will be circulated by March 1<sup>st</sup> of each year and posted by April 1<sup>st</sup> of each year.

(b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation preference form shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation requests received after April 1<sup>st</sup> in any year shall be approved in accordance with this article within thirty (30) days of receipt of the request.

- (d) A vacation period, once scheduled, will not be cancelled without the consent of the employee and cannot be rescheduled and/or exchanged without the consent of the Employer.

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

An employee who terminates his/her employment for any reason shall be compensated his/her full vacation pay as provided in Clause 19.1.

#### **19.5 Callback**

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

#### **19.6 Work in Higher Rated Position**

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to his/her vacation, the employee's vacation pay shall be based on the proportionate amount of time worked in a higher position.

#### **19.7 Approved Leave of Absence with Pay During Vacation**

When an employee is in receipt of the sick leave provision or on leave with pay in accordance with Article 15 and Clause 22.2 during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **19.8 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death to the employee's estate.

### **ARTICLE 20 - WORKERS' COMPENSATION**

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

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

#### **20.2 Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive benefits, seniority, and vacation accrual as if they were employed to a maximum of six (6) months. Employees may elect to pay benefit premiums after six (6) months in order to maintain coverage.

### **20.3 Employee to Contact Employer**

Employees who are absent from work due to a Workers' 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.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required by the Employer to produce a medical certificate certifying that they are fit to return to work either full duties or with a medical accommodation.

## **ARTICLE 21 - ILLNESS AND INJURY**

### **21.1 Return to Work Following Illness or Injury**

(a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation Benefits, the employee is entitled to reinstatement in his/her former position.

(b) Employees who have been absent from work for a period greater than six (6) months, due to extended illness or injury, must provide fourteen (14) calendar days' notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

### **21.2 Employee to Inform Employer**

The employee shall advise the supervisor or designated person in charge as soon as possible of his/her inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her return to work.

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

### **21.3 Medical Forms**

Should the Employer require an employee to provide a medical form due to illness or injury, the cost of the form will be paid by the Employer to a maximum of one hundred dollars (\$100) per form. Reimbursement of medical forms will be paid by the Employer, upon proof of payment by the employee.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **22.1 Compassionate Leave**

(a) Compassionate leave of absence with pay for up to five (5) consecutive workdays will be granted by the Employer upon request by an employee in the event of the death of a spouse (including common-law spouse or same sex partner), son, or daughter.

(b) Leave of absence with pay for up to four (4) consecutive workdays will be granted by the Employer upon request by an employee in the event of the death of their mother, father, sister, brother, mother-in-law, father-in-law, grandparents, stepparent, foster child, stepchild, grandchild, or legal guardian.



(c) Up to two (2) additional days with pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer. Such approval shall not be unreasonably withheld.

(d) In the event of the death of an employee's brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, or another relative or friend of the employee, one (1) day without pay shall be granted for the purpose of attending funeral.

(e) Bereavement leave must be taken at the time of death and/or burial and/or service, and may not be saved nor banked in any way.

## **22.2 Jury and Witness Duty**

(a) Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence without loss of pay.

(b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

## **22.3 Election Days**

Any employee eligible to vote in a federal, provincial or municipal election or referendum who does not have four (4) consecutive hours free from his employment between the hours of the opening and closing of the poll on polling day, is entitled to have such time as may be required to provide him/her with four (4) consecutive hours during the hours in which the polls are open in which to cast his/her ballot.

The period of time shall be granted to each employee at the time of day that best suits the convenience of the Employer.

## **22.4 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave for any purpose. Approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

## **22.5 Court Attendance**

Employees covered by this agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal at the request of Beechwood Village, shall be paid at the appropriate straight-time or overtime rate for all hours in attendance.

## **22.6 Special Leave**

(a) Special Leave with pay may be used for the following purposes:

(1) attend formal hearing to become a Canadian citizen – one (1) day;

(2) Where leave from work is required, an employee shall be entitled to special leave of two (2) days at his/her regular rate of pay for the birth or adoption of employee's child.

- (3) for sudden serious illness of a spouse or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care – up to two (2) days annually;
  - (4) marriage of the employee – three (3) days;
  - (5) serious household or domestic emergency – up to two (2) days;
  - (6) moving household furniture and effects – one (1) day per year.
- (b) A minimum of one (1) week notice, if possible, in writing to the General Manager (or designate), is required for (a)(1), (4) and (6) above, subject to operational requirements.
- (c) The Employer has the right to request evidence to substantiate the employee's request for Special Leave.

### **22.7 Family Leave**

- (a) A regular employee shall be granted, subject to operational requirements, a partial or full-time leave of absence of up to two (2) years, in order for the employee to raise a dependent child or children as described in the Definitions Clause of this agreement.
- (b) Upon return, the employee shall be placed in her former position or in a position of equal classification as seniority and operational requirements permit.
- (c) The employee must give one (1) months' notice of application.
- (d) The employee must not be employed by another employer during the period of leave.

### **22.8 Unpaid Leave for Public Office**

Employees shall be granted unpaid leave of absence for up to thirty (30) consecutive days to enable them to run for elected public office.

### **22.9 Leave for Medical/Dental Care**

Where it is not possible to schedule medical, physiotherapy, optical, and/or dental appointments outside regularly scheduled working hours, reasonable time off for such appointments for regular employees working thirty (30) or more hours per week, or for their dependent children shall be permitted with prior approval of the Employer and subject to operational requirements. Employees may be required to provide proof of appointment. Such absence shall be with pay up to two (2) hours and shall not exceed a total of four (4) hours per year.

## **ARTICLE 23 - MATERNITY, ADOPTION LEAVE**

### **23.1 Maternity and Adoption Leave**

- (a) A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.
- (b) An employee on her written request supported by a certificate from a doctor stating the employee is pregnant, and estimating the probable date of birth, will be granted a leave of absence without pay for a period not more than twelve (12) months. The written request shall be given to the Employer at least twenty-one (21) days before leave is to commence.

- (c) An employee shall be granted a leave of absence without pay for up to twelve (12) months following the adoption of a child.
- (d) The employee may with agreement of the Employer, defer the commencement of maternity leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform her duties.
- (e) The employee will give the Employer written notice of at least twenty-one (21) days prior to the expected date of return to work.
- (f) During the maternity/adoption leave an employee shall retain and accrue seniority.

### **23.2 Benefits**

- (a) On return from maternity/adoption leave an employee shall be placed in her former position or in a position of equal rank and pay.
- (b) The Employer shall maintain coverage for medical and dental benefits while an employee is on maternity leave, and shall pay one hundred percent (100%) of the cost of the premiums.
- (c) Notwithstanding Clause 23.1, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity/adoption leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this article may be carried over to the following year, notwithstanding Article 19.
- (d) Maternity/adoption leave for employees in their initial probationary period shall be in accordance with the *Employment Standards Act*.

### **23.3 Extension of Maternity Leave**

Maternity leave as provided in Clause 23.1 may be extended up to an additional six (6) consecutive months where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

## **ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY**

### **24.1 Transportation of Accident Victims**

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

### **24.2 Health and Safety Committee**

- (a) The Employer and the Union agree to establish an occupational health and safety committee, as set out in the Occupational Health and Safety Regulations of the *Workers Compensation Act*, to be comprised of two (2) employee representatives and one (1) employer representative, and with each party appointing its own representatives.
- (b) This Committee shall hold regular meetings, but no less than on a quarterly basis and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer and the Union.
- (c) This Committee will function in accordance with the Occupational Health and Safety Regulations pursuant to the *Workers Compensation Act*.

### **24.3 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and shall jointly investigate (one [1] union OH&S representative and one [1] employer OH&S representative) and provide an incident report to the Union and the Employer on the nature of the incident/accident, contributing factors and make preventive recommendations. In the event of an industrial fatality the Employer shall immediately notify the President of the Union or his/her designate.

### **24.4 Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which he/she reasonably believes is unsafe until a Workers' Compensation Board Inspector rules it safe.

### **24.5 Lieu Time to Attend Meetings**

Members of the Occupational Health and Safety Committee who attend committee meetings outside of normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

### **24.6 Communicable Diseases**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) The Employer will, upon becoming aware of a client with a communicable disease, immediately inform Public Health and will follow all directions from Public Health including the notification of affected employees, and any required vaccinations and/or other procedures as recommended by Public Health.
- (c) Where a vaccination is recommended or required by Public Health, such vaccination shall be made available to all employees who Public Health recommends receive such vaccinations at no cost to the employee.

### **24.7 Protective Clothing and Supplies**

The Employer shall supply protective clothing and supplies to employees as required by the Workers' Compensation Board.

## **ARTICLE 25 - 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:

- (a) the Employer shall give notice to the trade union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the Employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
  - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

- (2) human resource planning and employee counselling and retraining;
- (3) notice of termination;
- (4) severance pay;
- (5) entitlement to pension and other benefits including early retirement benefits;
- (6) a bipartite process for overseeing the implementation of the adjustment plan.

**ARTICLE 26 - CONTRACTING OUT**

The Employer agrees not to contract out bargaining unit work presently performed by employees covered by this agreement. Where bargaining unit employees are not available, the Employer may contract out bargaining unit work for a period not to exceed eight (8) hours.

**ARTICLE 27 - HEALTH AND WELFARE**

The selection of the insurance carrier for any benefits referred to in this article is in the sole discretion of the Employer. Benefits under this article are only available to regular employees who work twenty (20) hours or more per week and who have completed the probationary period.

**27.1 Medical Plan**

Eligible regular employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

**27.2 Benefits**

Benefits will cover regular employees and their dependants.

(a) *Extended Health Care*

Co-Insurance .....	100%
Deductible.....	\$25 per covered person or \$50 per covered family (maximum of \$25 per covered person)
Lifetime maximum.....	Unlimited
Termination: .....	At your attainment of age 70 or your retirement, if .....earlier
Hospital .....	Semi-private
Convalescent hospital .....	Semi-private room daily rate, to a maximum of \$1,000 in a calendar year
Chiropractor, naturopath, psychologist or clinical counsellor, osteopath, podiatrist, acupuncturist or Chiropodist .....	\$600 per practitioner in a calendar year
Drugs .....	Direct pay for prescription drugs
Massage therapy .....	\$500 in a calendar year
Private duty nursing .....	\$10,000 in a calendar year
Physiotherapy.....	\$1,000 in a calendar year

Speech therapy..... \$500 in a calendar year  
 Orthopaedic shoes/orthotics..... \$300 in a calendar year  
 Hearing aids .....\$500 every five (5) years  
 Travel assistance coverage

(b) *Dental Care*

*Plan A* - Basic Plan: 100% of premiums paid by Employer, 100% coverage.

*Plan B* - Major Treatment Plan: 100% of premiums paid by Employer; 50% coverage; \$2,500 per calendar year maximum.

*Plan C* - Orthodontic Services: 100% of premiums paid by Employer; 50% coverage.

Plan C is subject to a lifetime maximum payment of \$1,500 per person covered, with no run-offs for claims after termination of employment. An employee is eligible for orthodontic services under Plan C after 12 months in the plan.

(c) *Vision Care*

(Note: Vision care includes glasses, contact lenses or Lasik surgery)

\$400 per 24 months for adults

\$400 per 24 months for children

One eye exam every 24 months for each employee and each dependant

(d) *Group Life Plan*

- Two times (2x) annual earnings, to maximum of \$100,000.
- Accidental Death & Dismemberment: amount equal to life insurance.
- Coverage reduces to 50% at age 65 to a maximum of \$50,000.
- Termination of plan at age 70 or your retirement, if earlier.

The Employer will pay one hundred percent (100%) of the premiums for all the above-mentioned benefits.

(e) *Short-Term Illness and Injury Plan*

(1) The Employer will arrange for an insurance carrier to provide eligible employees with a Short-Term Illness and Injury Plan (STIIP) effective November 1, 1994.

(2) The STIIP plan shall have the following basic characteristics:

(i) STIIP benefits will commence starting on the first day in the event of an injury or hospitalization, and on the third day in the event of an illness.

(ii) STIIP benefits will be as follows: seventy-five percent (75%) pay to a maximum of six hundred dollars (\$600) per week for a period not to exceed seventeen (17) weeks.

(3) Costs of the premiums will be 100% Employer paid.

(4) Sick Leave not covered by STIIP – Regular employees are entitled to six (6) sick leave days per calendar year, cumulative year to year to a maximum of eight (8) days. (Note: this language applies to all regular employees, including those working less than twenty (20) hours per week).

*Note: Regular employees will be entitled to five and one-half days (5½) sick days for 2016.*

**27.3 Change of Plan Carriers**

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer give the Union not less than thirty (30) days' notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

**ARTICLE 28 - PAYMENT OF WAGES****28.1 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix 3.
- (b) Except in the case of a termination of employment when the Employer will have the option to pay the wages owing by cheque or by direct deposit, paycheques shall be issued by direct deposit to the employee's bank account. Pay advice shall be distributed to employees in sealed envelopes to ensure the details of the paycheques are confidential.

**28.2 Paydays**

All employees shall be paid biweekly.

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

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

**28.4 Substitution**

Where an employee within the bargaining unit is temporarily assigned to duties of a supervisory or higher paying position within the bargaining unit, the most senior, available, willing and capable employee within the same department will be given such assignments and will be paid the supervisor's or higher paying position's rate of pay.

**28.5 Relief in Position Outside Bargaining Unit**

- (a) Where an employee within the bargaining unit is temporarily assigned to duties of a management position which is excluded from the bargaining unit, that employee shall receive ten percent (10%) above their current rate of pay.
- (b) When the Employer is assigning such positions, the Employer will ensure consideration is given to current employees.

**ARTICLE 29 - JOB CLASSIFICATIONS AND WAGE RATES**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3.

(b) *Notice of New and Changed Positions*

(1) *New Job Descriptions*

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for any new classifications established in the bargaining unit within thirty (30) days.

The job descriptions shall include the job specifications and duties expected of each employee.

(2) *New Classifications/Duties*

(i) *Notice of New Positions*

In the event the Employer establishes a new position, the wage rate for the new position shall be established by the Employer and written notice including the new job description shall be given to the Union within thirty (30) days. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

(ii) *Notice of Changed Positions*

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Indemnity

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

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

### 30.2 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason, the Union shall print, in an agreed to format and distribute sufficient copies to the stewards of the agreement for distribution to employees on staff.



- (b) All agreements shall be printed in a union shop and bear a recognized union label.
- (c) The Employer shall reimburse the Union for fifty percent (50%) of all costs.

### **30.3 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a resident or guest of the Employer, the Employer shall pay, up to a maximum of two hundred dollars (\$200), for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

### **30.4 Lockup for Personal Effects**

The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.

The Employer will not enter an assigned locker without the presence of the employee and the shop steward or alternate.

## **ARTICLE 31 - DURATION OF AGREEMENT**

### **31.1 Duration**

This agreement shall be for the period from April 1, 2016 up to and including March 31, 2020.

### **31.2 Notice to Bargain**

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2020 but in any event, no later than midnight on March 31, 2020.
- (b) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the General Manager for Beechwood Village.
- (c) Where no notice is given by either party prior to, March 31, 2020 both parties shall be deemed to have been given notice under this section on March 31, 2020.

### **31.3 Change in Agreement**

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

### **31.4 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is signed.

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.

"*Strikes*" includes 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 plant or premises.

**31.5 Effective Date of Agreement**

The provisions of this agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this collective agreement.

**31.6 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.

**31.7 Medical Examinations**

The Employer may at any time require an employee to take a medical examination, so long as the Employer pays the fees for that examination. This applies only for the purposes of confirmation of fitness for work.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Brenda Allen  
Labour Relations Consultant

\_\_\_\_\_  
Andrea Haftner  
Bargaining Committee

\_\_\_\_\_  
Ron Gibson  
General Manager

\_\_\_\_\_  
Ron Hamilton  
Bargaining Committee

\_\_\_\_\_  
Corinne Goossen  
Community Operations Manager

\_\_\_\_\_  
Donald (Sam) Cowles  
Bargaining Committee

\_\_\_\_\_  
Jenny Ewing  
Staff Representative

\_\_\_\_\_  
Lynda Willson  
Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPENDIX 1  
Casual Employees**

- (a) Casual employees shall be paid at four percent (4%) in lieu of all vacation entitlements. A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (b) All provisions of the collective agreement apply to casual employees except as follows:
- 11.4 *Probation*
  - 13 *Layoff/Recall Procedure*
  - 14.2(b) *Scheduling*
  - 14.2(c) *Scheduling*
  - 19 *Annual Vacation*
  - 22.1 *Bereavement Leave (granted without pay)*
  - 22.2 *Jury and Witness Duty (granted without pay)*
  - 22.3 *Election Day (granted without pay)*
  - 22.4 *General Leave*
  - 22.6 *Special Leave*
  - 22.7 *Family Leave*
  - 23 *Maternity, Adoption Leave (Employment Standards Act applies)*
  - 27 *Health and Welfare*

**APPENDIX 2  
Procedure for Calling Casual Employees for Work**

**Casual Employee Work Assignment**

- (a) The Employer shall consider seniority and the necessity for on-the-job orientation of new employees in the calling of casual employees. Casual assignments will be offered to casual employees so as to maintain their relative standing on the seniority list.
- (b) A casual employee shall be entitled to register for work in any job classification in any one department for which he/she has the qualifications to perform. Casual and regular part-time employees registered for casual work shall notify the Employer by the fifteenth (15<sup>th</sup>) of the previous month for the following month.
- (c) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (d) The manner in which casual employees shall be called to work shall be as follows:
- (e) One call - eight (8) rings. 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.
- (f) Casual employees have the right of refusal on two (2) calls during six (6) pay periods. Casual employees who refuse five (5) calls in six (6) consecutive pay periods will be terminated.
- (g) In the event the casual employee uses a telephone answering machine, 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.

(h) Regular part-time employees may register for casual work in writing under this article specifying days of availability and shall be called in to work in order of seniority. Hours worked by regular part-time employees under this section shall be credited to the employee in the accumulation of benefits.

(i) The Employer shall only be obliged to call regular part-time employees on days which they are not scheduled to work, and provided that no overtime pay is required.

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

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

(l) Casual employees who report for work at the call of the Employer shall be paid in accordance with Article 14.3(d)

### Casual Employee Probationary Period

(a) Casual employees shall serve a probationary period of four hundred and eighty (480) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.

(b) A casual employee who has not completed probation under this article and who is reclassified as a regular employee shall continue to be deemed on probation until they complete four hundred and eighty (480) hours.

(c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Clause 12.4.

### APPENDIX 3 Salaries

Classification	Current	01-Apr-16	01-Apr-17	01-Apr-18	01-Apr-19
	01-Apr-15	\$ .55	2.0%	2.0%	2.5%
Dishwasher/Prep Cook	16.23	16.78	17.12	17.46	17.89
Wait Staff	17.48	18.03	18.39	18.76	19.23
Housekeeping/Laundry	17.48	18.03	18.39	18.76	19.23
Reception	17.48	18.03	18.39	18.76	19.23
Night Auditor	18.09	18.64	19.01	19.39	19.88
Cook	20.72	21.27	21.70	22.13	22.68
Dining room Supervisor	20.11	20.66	21.07	21.49	22.03
Housekeeping Supervisor	20.11	20.66	21.07	21.49	22.03
Maintenance	22.15	22.70	23.15	23.62	24.21
Activities Coordinator	22.15	22.70	23.15	23.62	24.21
Resident Attendant	19.98	20.53	20.94	21.36	21.89
Custodian	17.48	18.03	18.39	18.76	19.23

**APPENDIX 4**  
**Excluded Positions**

General Manager  
Assistant General Manager  
Manager of Food Services  
Community Relations Manager

MoveUP  
04011620v1