

**COLLECTIVE AGREEMENT**

**between the**

**ALEXANDER MACKIE RETIREMENT COMMUNITY  
(WESTERN COMMUNITY SENIORS LOW COST HOUSING SOCIETY)**

**and the**

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

**Effective from July 22, 2014 to October 31, 2017**

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## DEFINITIONS

For the purpose of this agreement:

- (a) "*Basic pay*" - means the established wage rate paid to an employee.
- (b) "*Continuous service*" - means uninterrupted regular employment with the Employer.
- (c) "*Day*", "*Week*", "*Month*", "*Year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.
- (d) "*Day of Rest*" - 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 or vacation.
- (e) "*Employee*" - means a member of the bargaining unit who receives wages from the Employer:
  - (1) "*regular employee*" - means an employee who is regularly scheduled to work.
  - (2) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis.
- (f) "*Employer*" means Western Community Seniors Low Cost Housing Society, doing business at 753 Station Avenue, Victoria, BC, V9B 2S1.
- (g) "*Holiday*" - means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
- (h) "*Layoff*" - means a cessation of employment resulting from a reduction of the amount of work required to be done by the Employer.
- (i) "*Leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (j) "*Leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (k) "*Resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (l) "*Union*" - means the B.C. Government and Service Employees' Union.

## ARTICLE 1 - PREAMBLE

### 1.1

The parties agree that residents and tenants of Alexander Mackie Retirement Community and participants in the Alexander Mackie Retirement Community programs have the right to be secure in the knowledge that they will receive appropriate, efficient and uninterrupted care and services through the cooperative efforts of the Employer and employees.

### 1.2 Purpose of Agreement

The purpose of this agreement is to maintain a harmonious relationship between the Employer, its employees and the Union and to set forth those terms and conditions of employment affecting employees covered by this agreement.

### 1.3 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 due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be mediated/arbitrated pursuant to Article 9 of the collective agreement.

### 1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

### 1.5 Use of Feminine and Singular Terms

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

## ARTICLE 2 - RECOGNITION OF THE UNION

### 2.1 Bargaining Agent Recognition

- (a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification dated: July 22, 2014, but shall not include the Executive Director and excluded employees.

### 2.2 Correspondence

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 a potential difference in the interpretation of any article in this agreement, shall be forwarded to the President of the Union or the designated staff representative.

### 2.3 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select their stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of the Executive Director and in his/her absence the person in charge before leaving his/her work to perform the duties of a steward. Reasonable leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her department head or in his/her absence the person in charge.

Duties of the steward are:

- (a) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

- (b) attending meetings called by management.

Wherever possible, stewards will conduct their duties outside of working hours.

#### **2.4 Bulletin Board**

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in the staff room. Use of the bulletin board shall be restricted to the business affairs of the Union related to the employees of the bargaining unit and the union shop card. The Employer reserves the right to ensure that posted material legitimately reflects the business affairs of the Union.

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

- (a) All employees covered by this agreement shall have the right to refuse to cross a BCGEU picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) In the event that another BCGEU labour dispute interferes with the Employer's operation, the Union and the Employer agree to consult, in order to obtain necessities for the Employer's service delivery to residents.

#### **2.6 Unpaid Leave - Union Business**

- (a) Leave of absence without pay and without loss of seniority may be granted with fourteen (14) days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union;
  - (2) for elected or appointed representatives of the Union to attend to union business as it relates to the Employer, which requires them to leave their general work area;
  - (3) to employees subpoenaed 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
  - (4) to employees representing the Union in collective bargaining.
  - (5) This provision does not apply to employees who are hired by the Union for matters unrelated to 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 benefits and the Union shall reimburse the Employer. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.
- (c) When leave of absence without pay is granted pursuant to Part (a), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

#### **2.7 Membership Information**

The Employer agrees to provide to the assigned staff representative once a year, before the end of November, a list of all union members, their current job classifications and employee status known to the Employer.

**ARTICLE 3 - UNION SECURITY**

Employees hired after the date of certification are required to become members of the Union as a condition of employment. This article does not apply to management or excluded positions.

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

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(b) All deductions shall be for each semi-monthly payroll period and remitted to the President of the Union not later than thirty (30) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names to the Union of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, to be given to the Employer at least one (1) pay period in advance of the effective date of such change and will be effective as at the beginning of a pay period, such changed amount shall be the amount deducted until further written notice from the Union.

The Union will give reasonable notice to the Employer of any change in union dues which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(d) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than the deadline established by the Canada Revenue Agency.

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

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect. The Employer agrees to introduce new employees to their steward(s).

**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, recall or retire 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.

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

### **7.1 Representation**

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers and stewards, and similarly, the Employer shall supply the Union with the names of the administrator or designate with whom the Union may be required to transact business.

### **7.2 Union Bargaining Committee**

A union bargaining committee shall be elected and consist of a maximum of three (3) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Clause 2.6 Unpaid Leave - Union Business.

### **7.3 Union Representatives**

- (a) The Employer agrees that access to its agent's head office may be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall obtain permission from with the Employer in advance of their intention and their purpose for entering the agent's office and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

## ARTICLE 8 - GRIEVANCES

### 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 disciplinary 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, the employee will make every effort to raise his/her dispute within three (3) days of the issue giving rise to the dispute by providing a written complaint to the Executive Director on the complaint form, and to settle the dispute with the Executive Director or designated employer representative. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved, the aggrieved employee may submit a written grievance, through the union steward at 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) Ten (10) 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) Ten (10) 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) If the dispute is not resolved at Step 1, and 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 sought; and
  - (3) transmitting this grievance to the Employer's agent or designated representative through the union steward.
- (b) The Employer's agent or designated representative shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### 8.5 Time Limit to Reply at Step 2

The Employer's agent or designated representative shall reply in writing to an employee's grievance within ten (10) days of receiving the grievance at Step 2.

**8.6 Time Limit to Submit to Arbitration**

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

- (a) Ten (10) days after the Employer's decision has been received; or
- (b) Ten (10) days after the Employer's decision was due.

**8.7 Administrative Provisions**

- (a) The time limits fixed in Articles 8 and 9 may be altered by mutual consent of the parties, but the same must be in writing.

**8.8 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

**8.9 Policy Grievances**

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 owner's agent, or his/her designate or the Union within ten (10) calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further ten (10) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

**8.10 Dismissal or Disciplinary Suspension**

Employees dismissed or suspended without pay as a disciplinary measure for alleged cause shall have the right to submit a grievance to the Employer's agent or designated representative commencing at Step 2 within ten (10) days of the employee receiving notice of dismissal or suspension.

**ARTICLE 9 - ARBITRATION****9.1 Notification**

- (a) 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 within ten (10) days of the receipt of the reply at the second step of its desire to submit the difference or allegation to arbitration.

- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 3. Every effort shall be made to schedule the first available arbitrator on a mutually acceptable date.

**9.2 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. In reaching a decision, the Arbitrator shall be governed by the provisions of this agreement. The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this agreement, including an extension of any time limits which have not been mutually agreed to by the parties in writing.

### **9.3 Expenses of Arbitration**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

### **9.4 Expedited Arbitration**

Either party may opt to use Section 104-Expedited Arbitration of the *Labour Relations Code* for the purposes of Article 9.5.

## **ARTICLE 10 - DISMISSAL, DISCIPLINARY SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

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

### **10.2 Notice of Dismissal or Disciplinary Suspension Without Pay**

Notice of dismissal or disciplinary suspension without pay shall be in writing and shall set forth the reasons for dismissal or disciplinary suspension, and a copy shall be sent to the President of the Union or the staff representative assigned within three (3) calendar days.

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

(a) Employees have the right to grieve disciplinary action that includes: written censures and letters of reprimand. An employee shall be given a copy of any such document placed on the employee's file which is the substance of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(b) Formal employee appraisals shall not be used as a disciplinary tool.

### **10.4 Personnel File**

(a) An employee shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. The employee shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three (3) days after notice is given.

(b) At the request of the employee, copies of any or all documents on the employee's file will be provided by the Employer.

### **10.5 Right to Have Steward Present in Disciplinary Actions**

This provision shall not apply to those discussions that are of an operational or investigative nature.

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

Where an employer/designate 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 present or another shop steward present at any disciplinary discussion with employer/designate, providing that this does not result in an undue delay of the appropriate action being taken.

**ARTICLE 11 - SENIORITY****11.1 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall be accumulated based on actual hours worked, including all continuous service prior to the certification of the Union. The following shall be included in hours worked:

- (a) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to the *Workers Compensation Act* in respect of a claim from this Employer;
- (b) union leave as defined in Article 2.6;
- (c) maternity, parental and adoption leave.

**11.2 Seniority Lists**

Seniority lists for employees shall be posted on the bulletin board on a quarterly basis. The seniority lists shall include the name and actual hours worked as per Article 11.1 up to the end of the previous months pay period.

A copy of the seniority lists shall be supplied to the President of the Union or the staff representative assigned.

**11.3 Loss of Seniority**

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

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than six (6) months.

**11.4 Re-Employment**

A regular employee who voluntarily resigns his/her employment and is re-hired as a regular employee by the same employer may retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

**11.5 Employer to Notify Union**

A report of employees who cease employment will be provided to the Union on a quarterly basis.

**ARTICLE 12 - VACANCY POSTINGS****12.1 Postings**

- (a) An internal posting shall be required for vacancies or new positions which are in excess of three (3) calendar months.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job 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.

- (d) The posting shall contain the following information: title of the job, skills, abilities, experience, qualifications, physical demands, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process at the Employer's sole discretion.
- (f) If a vacancy is posted and filled by an employee currently in the bargaining unit, all applicants will be notified within one (1) week of the decision being made of the name of the successful candidate.
- (g) An employee granted a temporary appointment shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary appointment terminates.

### **12.2 Selection Criteria**

The successful applicant will be determined on consideration of the skills, abilities, qualifications and experience at the sole discretion of the Employer. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

### **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of up to ninety (90) days (sixty-six [66] shifts), during which there shall be an assessment of suitability for continued employment in the position to which he/she has been appointed. The Employer, at its sole discretion will determine if the new employee successfully completes probation. Discretion to terminate the new employee, if deemed to be unsuitable by the Employer, lies solely with the Employer during the probationary period. A termination of a probationary employee shall not form the basis of a grievance or be a matter that is arbitrable. The probationary period may be extended at the Employer's discretion for a further thirty (30) days (twenty-two [22] shifts) or longer by mutual agreement between the Union and the Employer.

### **12.4 Qualifying Period**

When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a sixty-six (66) shift trial period, or longer by mutual agreement.

If in the Employer's sole discretion the successful applicant proves unsatisfactory in the new position during the trial period or if the employee wishes to return to his/her former position, he/she may be returned to his/her former position and wage 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 employees with appropriate skills, abilities, qualifications and experience shall be considered prior to applications from non-employees. The Employer reserves the right to hire the most qualified applicant for the position, internal or external.

### **12.6 Right to Grieve**

Employees who are not the successful applicant for a position may request, within five (5) calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may initiate a grievance at Step 1 within three (3) calendar days of receipt of the written reasons, outlined above. The Employer shall advise the successful applicant that a grievance has been filed on the posting.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

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

- (a) Employees shall be laid off by job classification in reverse order of seniority within the bargaining unit.
- (b) A laid off regular employee may opt to be placed on the casual list in order of seniority, for available casual work assignments in any job classification for which the employee has, in the sole discretion of the Employer, the skills, experience, qualifications and ability. Assignment to the casual list does not prevent recall to a regular position if it becomes available.
- (c) Employees on layoff shall be recalled to their classification in order of seniority subject to the Employer's determination that the employee has the skills, experience, qualifications and ability to perform the work.
- (d) In the event of a permanent layoff, notice shall be in accordance with the *Employment Standards Act*.
- (e) 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.
- (f) Employees recalled to work in their classification shall receive the current rate for the classification.
- (g) Where the Employer intends to reduce regular hours, the matter will be discussed with the Joint Consultation 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 & OVERTIME**

#### **14.1 Hours of Work**

The Employer agrees to adhere to Hours of Work provisions of the *Employment Standards Act*.

#### **14.2 Hours Free from Work**

The Employer agrees to adhere to the Hours of Work provisions of the *Employment Standards Act*.

#### **14.3 Scheduling**

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

- (a) The Employer will schedule the times of all on-duty and days of rest, including statutory holidays, and post the schedule at least fourteen (14) calendar days in advance of the effective date. The schedule will change due to employee absences and operational requirements.

(b) 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.

(c) This provision shall in no way limit the Employer's right to implement new work schedules.

#### **14.4 Shift Exchanges**

Subject to operational requirements in the sole discretion of the Employer, 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. The proposed shift exchange will not be approved if it would result in increased cost to the Employer or result in overtime payments to any employee by the Employer. Subject to operational requirements, in the event of an emergency, the Employer will give reasonable and fair consideration to the exchange of a shift without the requisite forty-eight (48) hours' notice.

#### **14.5 Offering of Additional Shifts**

(a) Regular employees, not on layoff, shall have priority to additional shifts in their classification for which they possess the skills, abilities, experience and qualifications. Additional shift assignments cannot conflict with their regular position, create overtime payments without approval of the Employer, or otherwise conflict with the provisions of this agreement.

(b) Regular employees exercising rights under Article 13 (b), Layoff and Recall, shall have second priority to regular employees not on layoff, in the assignment of additional shifts in the order of seniority within their job classification for which they have the skills, abilities, qualifications and experience to perform.

(c) If the additional shift is not filled pursuant to paragraphs (a) and (b) in this clause, the shift will be offered to casual employees which have the skills, abilities, qualifications and experience in the job classification by order of seniority.

(d) If less than twenty-four (24) hours' notice is given by an employee who is unable to work a shift, the Employer reserves the right to fill the shift at its discretion.

#### **14.6 Meal Breaks**

(a) An employee must not work more than five (5) hours in a row without a thirty (30) minute unpaid meal break. An employee shall be paid for a meal break when he or she is required to work or be available for work during the meal break.

(b) When an employee's meal break occurs during a period when the kitchen is open, the employee may purchase a food ticket from the kitchen at a cost of four dollars (\$4.00) per meal. The mid-night front desk worker will be provided one (1) complimentary dinner per midnight shift worked.

#### **14.7 In-Service Education and Staff Meetings**

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service or training sessions unless on vacation or approved leave of absence. All employees scheduled by the Employer to attend in-service seminars and staff meetings shall receive their basic rate of pay for all hours spent at the in service, staff meeting or training session.



**14.8 Overtime**

- (a) A week runs from Sunday through Saturday for the purposes of calculating overtime.
- (b) Overtime shall be calculated and paid in accordance with the overtime provisions of the *Employment Standards Act*.
- (c) Subject to Article 14.5, in all cases any overtime that may be worked must be authorized in writing by the Executive Director or his/her designate in advance of the overtime being worked. In the event of an emergency for shift coverage, an employee may obtain verbal authorization of the Executive Director or his/her designate.

**14.9 Banking Overtime**

- (a) At an employee's written request the Employer may establish a time bank for up to eight (8) hours of banked time or other such number of hours as mutually agreed upon by the employee and employer. Overtime hours are credited to the bank instead of being paid in the pay period in which they are earned.
- (b) An employee may ask the Employer at any time to pay out all or part of the wages credited to the bank. The employee may also request time off with pay for some mutually agreed period, such as doctor's or medical appointments, or request in writing that the bank be closed.
- (c) Upon receiving an employee's request to close the bank, the Employer must pay the outstanding balance to the employee. The Employer may close the employee's time bank after giving the employee one (1) months' notice.
- (d) When the Employer closes an employee's time bank the Employer must, within six (6) months, either:
  - Pay the employee all of the overtime wages credited to the overtime bank;
  - Allow the employee to use the credited overtime wages to take time off with pay; or
  - Pay the employee for part of the wages credited to the time bank and allow the employee to use the remainder of the credited overtime wages to take time off with pay.
- (e) Overtime must be used or paid out at the rate it was earned. For example, an employee who banks two (2) hours at time and one-half ( $1\frac{1}{2}x$ ) is entitled to three (3) hours off or three (3) hours' pay.

**ARTICLE 15 - PAID HOLIDAYS****15.1 Paid Holidays**

- (a) Employees shall be entitled to a day off with pay for each of the following statutory holidays, or as amended under the *Employment Standards Act*:

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

- (b) Statutory holidays will be paid in accordance with the *Employment Standards Act*.

**15.2 Working on a Statutory Holiday**

An employee who has worked for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday, and is required to work on the statutory holiday shall be paid:

- (a) Time and one-half (1½x) for the time worked up to twelve (12) hours, and
- (b) Double-time (2x) for time worked in excess of (a), and,
- (c) A day's pay, based on an average of wages earned in the previous thirty (30) days.

**15.3 Statutory Holidays Falling on a Day of Rest**

Where an employee has worked fifteen (15) of the thirty (30) calendar days preceding the statutory holiday, and the statutory holiday falls on a day of rest, the employee shall be paid an amount equal to a day's pay based on an average of wages earned in the previous thirty (30) days.

**15.4 Holiday Coinciding With a Day of Vacation**

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

**15.5 Christmas or New Year's Day Off**

The Employer agrees to make an effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, on a rotating basis. Employees shall indicate their preference in writing on or before November 1st of each year.

**15.6 Alternative Days Off**

Employees are entitled to up to two (2) days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Clause 16.1. Such leave shall not be unreasonably withheld and will be subject to operational requirements. The written request must be received at least one (1) pay period in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation or any other banked days for these days.

**ARTICLE 16 - ANNUAL VACATIONS****16.1 Vacation**

- (a) Employees are credited for and granted vacations earned based on the employee's continuous service.
- (b) Vacation entitlement is earned in one (1) year and to be taken in the following year.
- (c) Vacation entitlement is earned at the agreed vacation accrual rate, as outlined below, applied to the total gross earnings of the employee as calculated in the *Employment Standards Act*.

**Years of Service Entitlement**

Years of Service	Vacation Accrual Rate	Years of Service	Vacation Accrual Rate
1	4.0%	9	7.2%
2	4.4%	10	7.6%
3	4.8%	11	8.0%
4	5.2%	12	8.4%
5	5.6%	13	8.8%

Years of Service	Vacation Accrual Rate	Years of Service	Vacation Accrual Rate
6	6.0%	14	9.2%
7	6.4%	15	9.6%
8	6.8%	16 and thereafter	10.0%

### 16.2 Vacation Earnings for Partial Year

Where employment is terminated, any vacation owing at the time will be paid out and shall not be taken as time in lieu of notice.

### 16.3 Vacation Carryover

An employee may elect to carry over up to five (5) days' vacation per vacation year. Such vacation carryover shall not exceed five (5) days at any given time without mutual agreement of the Employer and the employee.

### 16.4 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.

### 16.5 Vacation Pay

Vacation entitlement will be earned at the established benefit rate applied to total gross wages earned.

### 16.6 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than two (2) weeks' consecutive vacation, unless mutually agreed.

### 16.7 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor before October 31 for the following calendar year.
- (b) An employee who does not exercise his/her seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except with the mutual agreement of the Employer and employee.

**16.8 Reinstatement of Vacation Days**

In the event an employee is sick or injured, with required documentation, prior to the commencement of his/her vacation, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer, where the parties do not agree, it shall be reinstated for use at a later date.

**ARTICLE 17 - SICK LEAVE****17.1 Employee to Inform Employer**

The employee shall advise the Executive Director prior to the start of his/her next shift of his/her inability to report to work because of sickness or injury.

Employees who have been absent from work due to illness or injury must notify the Employer by 2:00 pm the day prior to their return to work. Failure to do so will result in the shift being replaced.

Employees may be required to prove fitness to return to work, prior to actually returning to work.

**17.2 Sick Leave**

Sick Leave shall be in accordance with the Employer's policy.

**ARTICLE 18 - WORKERS' COMPENSATION****18.1 Benefits While on Compensation**

Regular employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;
- (b) vacation entitlement in Clause 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 22 will continue to apply for six (6) months following the date of injury.

**ARTICLE 19 - LEAVES OF ABSENCE****19.1 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 at the Employer's sole discretion. All requests and approvals for leave shall be in writing.

**19.2 Court Attendance**

Employees covered by this agreement who have been requested by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal, shall be paid in accordance with the *Employment Standards Act*.

### 19.3 Family Responsibility Leave

Shall be in accordance with the *Employment Standards Act*.

## ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

The provisions for Maternity, Parental and Adoption leaves shall be in accordance with the *Employment Standards Act*.

## ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

### 21.1 Joint Occupational Health and Safety Committee

- (a) The parties agree to adhere to the *Workers Compensation Act* and Occupational Health and Safety Regulations.
- (b) The Employer will maintain a joint occupational health and safety committee in accordance with the Occupational Health and Safety regulations and the *Workers Compensation Act*.

### 21.2 Communicable Diseases

Procedures shall be in accordance with the Employer's Policy 5.1, re Viral Outbreaks & Communicable Diseases.

## ARTICLE 22 - HEALTH AND WELFARE

- (a) The Employer will pay its' portion of the premiums for a group benefit plan for its' employees, which includes at least the following components:
  - (1) BC Medical – one hundred percent (100%) of premiums;
  - (2) Extended Health, Dental, Prescription Drug Coverage, Employee Life Insurance and Out-of-Province (Canadian) Travel Medical Insurance – fifty percent (50%) of premiums.

The minimum level of coverage shall be in accordance with the current contracts with the Employer and the carrier, specifically BC Medical Services Plan and the Empire Life Insurance Company (Empire Life), Policy No. G5609-002.

- (b) The Employer shall provide copies of all applicable Benefit Booklets to employees and the Union.
- (c) Effective date of ratification, the Benefit Plan shall be amended to include coverage for vision care (vision care includes glasses, contact lenses or Lasik surgery), two hundred dollars (\$200) per employee every twenty-four (24) months.

## ARTICLE 23 - WORK CLOTHING AND RELATED SUPPLIES

### 23.1 Protective Gear

The Employer will supply protective gear in accordance with the requirements of the *Workers Compensation Act*.

## 23.2 Uniforms

The Employer will supply uniforms and aprons for tasks that require the protection of personal clothing. If a uniform is required, it may be laundered at the residence.

## ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

### 24.1 Paydays

- (a) Employees shall be paid semi-monthly by direct deposit.
- (b) The distribution of paycheque stubs shall be in sealed envelopes to ensure confidentiality.
- (c) Paycheque statements shall provide details of all deductions.
- (d) Banked accruals shall be available upon request.

### 24.2 Relieving in Higher Rated Positions

- (a) Where an employee within the bargaining unit is temporarily assigned to assume the principal duties, and not temporary coverage, of a higher paying position within the bargaining unit, they will be paid the higher paying position's rate of pay.

### 24.3 Pay on Temporary Assignment

An employee involuntarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

### 24.4 Mileage and Vehicle Allowances

An allowance pursuant to the CRA maximum per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

The Employer will pay for reasonable parking expenses incurred by an employee who uses his/her own vehicle in the performance of their duties.

## ARTICLE 25 - NOTICE OF NEW AND CHANGED POSITIONS

### 25.1 Job Descriptions

The job descriptions used by the Employer are licensed intellectual property of the Agent and represent confidential information.

A description of the general duties of each job classification will be provided to the Union.

### 25.2 New Classifications

#### (a) *Notice of New Positions*

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

#### (b) *Notice of Changed Positions*

In the event that the Employer introduces significant changes to an existing job classification such that the job classification is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the wage rate established by the Employer.

The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

If the wage rate established by the Employer is revised as a result of negotiation, then the revised wage rate shall be effective from the date on which the changes were implemented.

## ARTICLE 26 - GENERAL CONDITIONS

### 26.1 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 and distribute sufficient copies of the agreement to the stewards for distribution to employees on staff.
- (b) All collective agreements shall be printed in a union shop and bear a recognized union label.
- (c) The cost shall be borne by the Union.

### 26.2 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of the facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill existing positions within the bargaining unit.

### 26.3 Joint Consultation Committee

- (a) In accordance with Section 53 of the *Labour Relations Code*, the parties shall form a joint consultation committee, which shall consult at least once every two (2) months during the term of the agreement about issues relating to the workplace that affect the parties or any employee bound by the agreement. Employees shall not suffer any loss of basic pay for time spent on the Committee.
- (b) The purpose of the 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.
- (c) If Joint Consultation Committee meetings are scheduled to occur outside of regular working hours, attendance at such meetings shall not be considered hours worked.

### 26.4 Work Environment

The Employer shall adhere to the *Workers Compensation Act* with respect to a safe work environment.

## ARTICLE 27 - TERM OF AGREEMENT

### 27.1 Duration

This agreement shall be binding and remain in effect until midnight October 31, 2017.

### 27.2 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 July 1, 2017, but in any event, no later than midnight on August 1, 2017, pursuant to Section 46 of the *Labour Relations Code*.

(b) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Employer's designate.

### **27.3 Change in Agreement**

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

### **27.4 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement until such time as either party discontinues negotiations.

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.

### **27.5 Effective Date of Agreement**

The provisions of this agreement shall come into full force and effect on the date of ratification unless otherwise specified.



**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Micky Fleming  
Agent, Western Community Seniors Low Cost  
Housing Society

\_\_\_\_\_  
Caroline MacDonald  
Bargaining Committee

\_\_\_\_\_  
Jan Robertson  
Director, Western Communities Low Cost  
Housing Society

\_\_\_\_\_  
Leah Cavanaugh  
Bargaining Committee

\_\_\_\_\_  
Debra Groves  
Bargaining Committee

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

\_\_\_\_\_  
Chad McQuarrie  
Staff Representative

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

**APPENDIX 1  
Wage Rates**

<b>Classification</b>	<b>Step</b>	<b>Nov. 1/14</b>	<b>Nov. 1/15 1%</b>	<b>Nov. 1/16 1%</b>
Busser	<i>Hire</i>	10.25	10.35	10.46
	<i>90 Day</i>	10.50	10.61	10.71
	<i>1 year</i>	10.75	10.86	10.97
Chef	<i>Hire</i>	24.00	24.24	24.48
	<i>90 Day</i>	25.00	25.25	25.50
	<i>1 Year</i>	26.00	26.26	26.52
Chef Relief	<i>Hire</i>	18.25	18.43	18.62
	<i>90 Day</i>	18.50	18.69	18.87
	<i>1 Year</i>	19.00	19.19	19.38
Cook Prep	<i>Hire</i>	16.00	16.16	16.32
	<i>90 Day</i>	16.50	16.67	16.83
	<i>1 Year</i>	17.00	17.17	17.34
Front Desk Days/Evening Relief	<i>Hire</i>	14.25	14.39	14.54
	<i>90 Day</i>	14.50	14.65	14.79
	<i>1 Year</i>	14.75	14.90	15.05
Front Desk Evenings Bkkr Team Lead	<i>Hire</i>	17.50	17.68	17.85
	<i>90 Day</i>	18.00	18.18	18.36
	<i>1 Year</i>	19.00	19.19	19.38
Front Desk Nights	<i>Hire</i>	14.50	14.65	14.79
	<i>90 Day</i>	14.75	14.90	15.05
	<i>1 Year</i>	15.00	15.15	15.30
Front Desk Days	<i>Hire</i>	15.50	15.66	15.81
	<i>90 Day</i>	15.75	15.91	16.07
	<i>1 Year</i>	16.50	16.67	16.83
Home Maker	<i>Hire</i>	13.50	13.64	13.77
	<i>90 Day</i>	13.75	13.89	14.03
	<i>1 Year</i>	14.00	14.14	14.28
Dish Washer	<i>Hire</i>	12.25	12.37	12.50
	<i>90 Day</i>	12.50	12.63	12.75
	<i>1 Year</i>	13.00	13.13	13.26
Environmental Svcs/Security	<i>Hire</i>	21.00	21.21	21.42
	<i>90 Day</i>	22.00	22.22	22.44
	<i>1 Year</i>	23.00	23.23	23.46
Leisure Coordinator	<i>Hire</i>	17.75	17.93	18.11
	<i>90 Day</i>	18.00	18.18	18.36
	<i>1 Year</i>	18.25	18.43	18.62
Home Maker Team Lead	<i>Hire</i>	17.00	17.17	17.34
	<i>90 Day</i>	18.00	18.18	18.36
	<i>1 Year</i>	19.00	19.19	19.38

The Employer agrees on a without prejudice basis to increase the wage rate for the following individuals by two percent (2%) effective November 1, 2014, along with subsequent general wage increases, while they encumber their current positions:

	Nov. 1/14	Nov. 1/15 1%	Nov. 1/16 1%
Roger Brennan	24.48	24.72	24.97
Grant Hill	17.34	17.51	17.68
Ricardo Monteiro	19.38	19.57	19.77

If, by virtue of the Langford Affordable Housing Program, the Employer is in a position to increase rents, the Employer agrees to pay an additional one-half percent (0.5%) general wage increase, effective November 1, 2016.

Classification	Key Tasks
Busser	Clears tables, sets tables, cleans
Chef	Cooks, kitchen team lead, menu preparation, cleans, ordering and budgetary control and equipment care. Red Seal Chef
Chef Relief	Cooks, cleans and is alternate for Chef (scheduling, ordering and budgetary control). Red Seal Chef
Prep-Cook	Prepares food, cooks food, helps anywhere needed in food service and cleans
Dishwasher	Does dishes, cleans and provides support to food service group.
Environmental and Security	Building maintenance, maintenance contracts and cleaning, interior and exterior, FF&E care and security. Review security footage, parking lot safety.
Front Desk Bookkeeper	Bookkeeping, sales, reception, cleaning and administrative duties.
Front Desk Days	Reception, sales, cleaning and administrative duties
Front Desk Evenings	Reception, sales, cleaning and administrative duties
Front Desk Nights	Reception, cleaning and security
Front Desk Team Lead	Reception, sales, administrative, staffing matters, executive assistant to ED, budgeting and budgetary control, cleaning, administrative supplies inventory
Homemaker	Cleaning, preparing and serving food, clearing tables, front desk coverage for lunch breaks and laundry
Homemaker Team Lead	All duties of Homemaker plus ordering of supplies, budgeting and budgetary control, staff matters
Leisure Coordinator	Programs and entertainment, coordinating other staff when they are assisting

All staff are required on occasion to prepare for and participate in events.

**APPENDIX 2**  
**Casual Employees Call-in Procedure**

- (a) The manner in which casual employees shall be called to work shall be as follows:
- (1) Employees will be called for work on the basis of seniority from most senior to least senior, provided the employees possess the skills, experience, qualifications and ability and have completed the orientation/training for the job, as determined by the Employer.
- (2) Employees will provide a single telephone number to the Employer for call-in purposes. Each call shall be a minimum of five (5) rings duration. All calls shall be recorded in the log book showing the initials of the person making the phone call, time vacancy was determined, the employee called, the classification 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 book.
- (b) A casual employee may register for work in any job classification at their worksite, provided he/she possesses the skills, experience, qualifications and ability to do the job in the Employer's discretion.
- (c) Casual employees shall notify the Employer three (3) weeks in advance of the dates and times they will be available to work. The Employer shall only be obliged to call a casual employee for those days on which the employee is available.
- (d) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in Article 12.3 of the agreement.
- (e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of two (2) hours, pursuant to the *Employment Standards Act*.

**APPENDIX 3**  
**List of Arbitrators/Investigators**

Paul Fraser  
Arne Peltz  
Paul Love

If neither arbitrator is available, the Union and Employer will agree to an alternate available arbitrator from Vancouver Island.

**MEMORANDUM OF AGREEMENT #1**  
**Harassment, Discrimination and Bullying**

The Employer and the Union recognize the benefit to be derived from a work environment free from harassment, discrimination and bullying. The parties agree to foster and promote such an environment.

An employee who wishes to register a complaint of harassment, discrimination or bullying shall do so in accordance with the Employer's Respectful Workplace Policy dated July 1, 2014, or as amended.

**LETTER OF AGREEMENT #1**  
**Contracting Out**

The Employer does not intend to contract out bargaining unit work during the term of this agreement, however, reserves the right to do so. Should the Employer contemplate contracting out, the Employer will consult with the Union and the Joint Consultation Committee in order to consider alternatives.

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