

**COLLECTIVE AGREEMENT**

**between the**

**LIFE STYLES OPERATIONS LP**

**operating as**

**WHITECLIFF**

**and the**

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

**Effective from July 1, 2009 to June 30, 2013**

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## DEFINITIONS

"*Bargaining Unit*" - is the unit for collective bargaining referred to in the certificate issued by the Labour Relations Board on February 11, 1997 respecting Whitecliff for whom the B.C. Government and Service Employees' Union is the bargaining agent.

"*Basic rate of pay*" - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix 2 – Classification and Wage Grid.

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

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

"*Dependant*" - means a dependant as defined by the insurance carrier in the plan document.

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

- (a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed 450 hours worked.
- (b) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
  - (1) paid leave relief
  - (2) unpaid leave relief
  - (3) temporary increase of workload

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

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

(d) "*temporary employees*" - temporary employees are employees hired for a specified period not exceeding three months' duration, except where such period is extended by agreement of the parties. If a temporary employee subsequently becomes a regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

(e) "*part-time employees*" - part-time employee is one who is regularly scheduled to work less than 37½ hours per week.

"*Employer*" - means Life Styles Operations LP, operating as Whitecliff, 15501-16 Avenue, Surrey, BC.

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

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

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

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

## 1.2 Future Legislation

In the event that 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.

## 1.3 Licensed Premises

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

## 1.4 Conflict with Policies

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

## 1.5 Use of Feminine and Singular Terms

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

## 1.6 Harassment

- (a) The Employer and the Union agree to foster and promote a workplace environment free from harassment.
- (b) Nothing in this article limits the Employer's managerial and supervisory rights and responsibilities or the exercise of those rights and responsibilities as provided for in Article 6 - Management Rights of this Collective Agreement.
- (c) Any complaints pertaining to this article may be referred by the Union to Steps 1 and 2 of the grievance procedure under this Collective Agreement or the employee may file a complaint under the *BC Human Rights Code*.
- (d) An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievance Procedure.

## 1.7 Harassment Complaint Procedure

- (a) An employee allegedly being harassed shall register the complaint in accordance with the "*four-step communication process*" and/or "*reporting inappropriate activities*" contained in the Employer's Code of Conduct booklet or through the Union.
- (b) Where the allegation is presented through the Employer, the Employer shall notify the Union of the complaint in writing within five calendar days of receiving the complaint. Where the allegation was presented through the Union, the staff representative shall notify the Employer of the complaint within five calendar days and shall provide a copy of the complaint to the Employer's representative. The Employer shall investigate the allegation within 10 days and, if substantiated, take action appropriate to the offence. By mutual agreement between the Union and Employer, the 10 day time period may be extended. Such agreement shall be in writing.

- (c) The Employer shall notify the Union within five days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.
- (d) If the Union or the employee is not satisfied with the decision of the Employer, the complaint may be referred to the grievance process.

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

### **2.1 Recognition**

This Agreement covers all employees of Whitecliff in the City of Surrey, save and except the Executive Director, Director of Culinary Services, Director of Administrative Services, Lifestyle Consultant, Recreation Director, Director of Health and Wellness and Director of Environmental Services.

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

### **2.2 No Other Agreement**

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

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

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

### **2.4 Correspondence**

The parties agree that all correspondence between the Employer and the Union shall be sent to the Executive Director or the President of the Union or his designate as the case may be.

### **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) Prior to attending the Employer's premises, the union representative shall first notify the Employer.
- (c) Any investigation or access as set out in (a) or (b) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employee neglecting their work duties and responsibilities.

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

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

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

## **2.7 Bulletin Boards**

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

## **2.8 No Discrimination**

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

## **2.9 Union Insignia**

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

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

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

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

- (a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the Collective Agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give 14 days written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employee.
- (d) It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer.

## **2.12 Time Off for Union Business**

Subject to operational requirements and with reasonable written notice, leave of absence without pay will be granted:

- (a) for an employee elected to a full-time position with the Union for a period of one year; or
- (b) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union for a period of three years; or
- (c) for an employee elected to any body to which the Union is affiliated for a period of one year.

Such leave will not affect the employee's seniority, service for the purpose of vacation, increments and promotions.

## **2.13 Bargaining Unit Information**

The Employer agrees to provide the Union with a list of employees covered by this Agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information on hard copy.

**2.14 Bargaining Unit Work**

It is understood that some excluded staff have historically performed bargaining unit work on a regular basis. It is agreed that there will be no expansion of the amount of such work being performed by excluded staff or volunteers.

**ARTICLE 3 - UNION SECURITY**

**3.1 Union Membership**

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

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

**ARTICLE 4 - UNION DUES**

**4.1 Union Dues**

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

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

**5.1 Employer and Union to Acquaint New Employees**

A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for the new employee and the union steward to meet within regular working hours for a period not to exceed 15 minutes, without loss of pay, during the first 30 days of employment.

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.1 Management Rights**

The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith to establish, enforce and alter from time to time rules and regulations to be observed by employees;

- (c) to hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer;
- (d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;
- (e) to determine: the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Labour-Management Committee

A labour-management committee shall be established, consisting of two employees and two representatives of the Employer. The Union shall appoint one alternate representative. On the written request of any of its members, the Labour Management Committee shall meet at least once every two 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 the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

### 7.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be credited with equivalent time off at their basic rate of pay.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Definition

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

### 8.2 Grievance Procedure

The following grievance procedure shall apply:

*Step 1* – Within seven calendar days of the alleged violation, the employee, together with a union steward, at the employee's option, shall attempt to resolve the grievance through discussion with his or her supervisor.

*Step 2* – If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, shall present the grievance in writing to the Departmental Manager, clearly setting forth full

particulars of the alleged violation, including the article(s) involved and the remedy sought. The written grievance must be presented within 14 calendar days of the alleged violation. Within 14 calendar days following receipt of the written grievance, the Departmental Manager or designate shall provide the staff representative with a written reply.

*Step 3* – The union designate may present, or meet with the Executive Director or designate to discuss a grievance and the proposed remedy at Step 3:

- (a) within 21 calendar days after the Step 2 decision has been conveyed to them by the Employer's designate; or
- (b) within 21 days after the Employer's reply was due.

### **8.3 Time Limits to Reply at Step 3**

The Employer's designate shall respond in writing to the Union within 21 days of receipt of the grievance at Step 3.

### **8.4 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's discharge, the Union shall meet with the Employer within 14 calendar days to discuss the dismissal, and failing resolution, may submit the matter to arbitration within 14 calendar days of the meeting.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 14 calendar days of the date on which the suspension occurred, or within 14 calendar days of the employee receiving notice of suspension.

### **8.5 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 with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

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

### **8.6 Amending Time Limits**

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

### **8.7 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.

### **8.8 Policy Grievance**

- (a) Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or designate and the Union within 14 calendar days of either party becoming aware of the occurrence.
- (b) Where no satisfactory agreement is reached, either party, within 14 calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other party.

### **8.9 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including

any questions as to whether a matter is arbitrable, during the term of the collective agreement, Chris Sullivan, Irene Holden, Mark Brown or Joan Gordon, or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of receipt of the request and for those five days from that date time does not run in respect of the grievance procedure.

The parties agree that this procedure will not be invoked until the grievance procedure has been completed.

**ARTICLE 9 - ARBITRATION**

**9.1 Notification**

Failing satisfactory settlement at Step 3, the Union may inform the Employer of its intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's reply at Step 3 has been received; or
- (b) 30 days after the Employer's reply was due.

**9.2 Appointment of a Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties shall have 14 calendar days to agree on a single arbitrator. The arbitrators shall be one of Joan Gordon, David McPhillips, Chris Sullivan, or Judi Korbin, or any other as agreed to by the parties.

**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 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they shall make every effort to do within seven days.

**9.5 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.

**9.6 Cost of Arbitrator**

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

**ARTICLE 10 - DISCIPLINE AND DISMISSAL**

**10.1 Discipline**

- (a) The onus of proof shall rest with the Employer for discipline cases.
- (b) The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.

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

(a) Notice of dismissal or suspension, including that of a probationary employee, 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 their designate within five calendar days of the Employer's action.

(b) The employee shall be given a copy of any disciplinary document that will be placed in their Personnel File.

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

Disciplinary action grievable by the employee shall include letters of discipline, adverse employee appraisals, suspensions and terminations. An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of their personnel file. An employee shall have the right to request that any record of disciplinary action, other than employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has been no subsequent disciplinary action.

## **10.4 Employee Appraisal**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee has read and disagrees with the evaluation. The employee shall sign in one of the places provided within 48 hours of the receipt of the appraisal. The employee shall be provided with a copy of the signed appraisal. No employees may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation.

## **10.5 Personnel File**

An employee shall have the right to request that any disciplinary action be removed from the personnel file after 18 months has expired, provided that there has been no subsequent disciplinary action. An employee, or the President of the Union or their designate, with the employee's written authority, shall be entitled to review the employee's personnel file provided that the Employer is given adequate notice. Access to the file shall be not later than seven days after notice is received.

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

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

## **10.7 Employment Abandoned**

An employee who fails to report for work and who does not notify the Employer within three workdays and who does not provide reasonable grounds for their absence will be considered as having abandoned their position. An employee who has been deemed to have abandoned their employment will be given an opportunity to demonstrate there was an acceptable reason for their unauthorized absence.

# **ARTICLE 11 - SENIORITY**

## **11.1 Seniority Defined**

Seniority will be recognized and will be based on a full-time employee's length of continuous service from their most recent date of hire, inclusive of all paid leaves. Full-time employees with unpaid leaves of

more than three months in any year, except for maternity/adoption/parental leave, Workers' Compensation, and leaves covered under Clause 2.12 (Time Off for Union Business) will have their date of hire adjusted for the length of the unpaid leave.

Seniority for casual and part-time employees will accrue on the basis of hours worked since their most recent date of hire.

In the event that a casual or part-time employee is converted to full-time status, their seniority date of hire shall be established based on the equation of the following annual hours for their classification for one full year of service (Nurse = 2080 hours, other classifications = 1950 hours).

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

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority.

### **11.3 Probationary Employees**

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

### **11.4 Loss of Seniority**

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

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than six consecutive months;
- (d) after a layoff, fails to report to work within seven calendar 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 or more consecutive days without having notified the Employer unless a satisfactory reason is given;
- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted without the written approval of the Employer;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a satisfactory reason is given.

### **11.5 Seniority List**

The Employer shall provide the Union with the combined full-time/part-time seniority list, and with the casual seniority list in January and July of each year.

A current seniority list shall be provided to the Union upon request.

## **ARTICLE 12 - VACANCY POSTING**

### **12.1 Job Posting**

- (a) Where the Employer intends to fill a vacancy that is expected to be for a period in excess of 60 calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven calendar days and the posting shall include the classification, wage rate, qualifications, hours of work, and a brief outline of the position and the closing date for applications. The Employer may advertise externally at the same time.

- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (d) In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications. Where these factors are considered relatively equal, the applicant with the greatest seniority shall fill the vacancy.

## **12.2 Temporary Appointments**

Until the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

## **12.3 Trial Period**

The successful applicant shall serve a trial period of 225 hours worked. Conditional on satisfactory performance, the successful applicant shall become permanent after successful completion of the trial period. During the trial period, if the successful applicant is unsatisfactory in the position, or if they find themselves unable to perform the duties of the new position or wish to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

## **12.4 Probationary Period**

- (a) It is understood that all new employees will be subject to a probationary period of 450 hours worked.
- (b) 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.
- (c) Notwithstanding (b), above, the onus of proof shall rest with the Employer for the termination of a probationary employee.

# **ARTICLE 13 - LAYOFF AND RECALL**

## **13.1 Layoff and Recall**

- (a) A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (b) In the event of a layoff, employees shall be laid off by job category in reverse order of seniority within a classification.
- (c) A laid off employee may bump the most junior employee in any classification, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off employee who bumps the most junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

- (d) Employees on layoff shall be recalled by classification in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to

send notice of recall to the employee by registered mail to the employee's last known address. The Employer shall provide seven days notice. If the employee is employed elsewhere and has to give notice they will advise Whitecliff of the amount of notice but in any event the notice period will not exceed two weeks.

(e) Except in cases of emergency or disaster, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of layoff, in accordance with the following schedule:

- (1) one week notice or pay in lieu of notice after three months continuous employment
- (2) two weeks notice or pay in lieu of notice after 12 months continuous employment
- (3) three weeks notice or pay in lieu of notice after three years continuous employment, plus one additional weeks wages for each additional year of employment, to a maximum of eight weeks notice.

(f) The Employer will provide copies of layoff notice to the union representative.

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

### **14.1 Hours of Work**

(a) A day shall commence at 00:01 hours and end 24 hours later. A week shall commence at 00:01 hours Saturday and end at 24:00 hours on the Friday following.

(b) It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.

(c) The regular workday shall consist of:

- (1) seven and one-half hours of work exclusive of a one-half hour unpaid meal break; or
- (2) eight hours of work exclusive of a one-half hour unpaid meal break;

Where the Employer designates an employee to be in charge and they cannot leave the building during their meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.

### **14.2 Scheduling**

(a) The Employer shall post work schedules for a minimum of two weeks at least two weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six consecutive days, or more than 20 days in a four week period.

(b) The Employer may amend the start and stop times of scheduled hours of work.

(c) Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times or in a manner inconsistent with this Agreement.

### **14.3 Changes in Scheduling**

(a) In situations, other than emergencies, the scheduled employees are entitled to 48 hours' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than 48 hours' notice.

- (b) Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.
- (c) Where the Employer changes an employee's schedule without 48 hours notice, the employee may decline to accept the changed starting and/or finishing times of the first changed shift.
- (d) Employees may exchange shifts with the prior written authorization of the Employer, provided that a minimum of 48 hours of notice is given. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- (e) Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four hours pay at the employee's regular rate of pay provided that if requested by the Employer, the employee shall perform a minimum of four hours of such available work as the Employer may assign.

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

- (a) All employees working a full seven and one-half hour or eight hour shift shall receive a 15 minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven and one-half hour shift but a minimum of a four hour shift, will receive one 15 minute paid rest period.
- (c) All employees working a full five hour shift or more will receive a 30 minute unpaid meal break scheduled as closely as practical to the middle of the workday.
- (d) An employee is entitled to take their unpaid meal break away from the premises. Employees shall advise their supervisor/designate in writing when they intend to leave the premises and when they return to commence work by way of a sign-in/out book.
- (e) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.
- (f) An employee required by the Employer to remain at the workplace during their meal break will receive pay for the meal period at straight-time rates.
- (g) Upon request, meal tickets at 50% of the guest meal rate will be available to on-duty employees.

#### **14.5 Modified Hours**

The parties acknowledge that modified hours of work are in place and these shall continue until amended.

#### **14.6 Daylight Savings Time**

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

#### **14.7 Call-in**

- (a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable.
- (b) Employees who are called back to work outside of their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four hours, whichever is greater.

**14.8 Shift Differential**

Night shift differential premium of 55¢ per hour, for all hours worked between 0001 hours and 0800 hours daily. The shift differential premium is not used to compute hourly overtime rates.

**ARTICLE 15 - EDUCATION****15.1 Education**

- (a) Where a course, program or licence is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership and/or certification(s).
- (b) Where the Employer directs an employee to participate in a course or program, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, required course materials and expenses provided the employee provides proof of successful completion of the program or course and related receipts.
- (c) Employees who have not completed the Serve It Right course will be directed to do so by the Employer and will be compensated as noted in 15.1(b) above.

**ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE**

Where the Employer requires an employee to wear special clothing, the Employer shall provide such special clothing and an allowance of five cents per hour worked and employees shall have the responsibility of cleaning their special clothing and maintaining special clothing in a good state of repair.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

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

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

The intent is that there shall be no more than 11 paid holidays in each calendar year. If another federal, provincial, or municipal holiday should be proclaimed during the term of this Collective Agreement, such additional holiday will replace one of the designated holidays in the Collective Agreement.

- (b) Where one of the above noted named holidays falls on a Saturday or Sunday, an alternate day may be designated by the Employer as the paid holiday.

**17.2 Holiday Pay**

- (a) Holiday pay for an employee who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at their regular rate of pay.
- (b) For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of scheduled hours are completed before 8:00 a.m.

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

If one of the above named holidays occurs on a full-time employee's regular day off, or during their vacation period, the employee shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the employee and the Employer, or the employee shall receive a day's pay.

**17.4 Absences on a Paid Holiday**

Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit their holiday pay, unless the absence is due to illness verified a medical doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 17.2 (Holiday Pay) above.

**17.5 Holiday Pay for Part-Time Employees**

- (a) Part-time employees will be paid one and one-half times the basic rate of pay for hours worked on a designated holiday.
- (b) Part-time employees shall be paid four point two percent of their gross pay on each paycheque, in lieu of named holiday pay.

**17.6 Holiday Pay for Full-Time Employees**

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

- (a) one and one-half times the regular rate of pay for hours worked on that day, plus
- (b) another day off with pay.

**17.7 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

**17.8 Christmas Day**

Notwithstanding the eligibility requirements, any employee (regardless of employment status) required to work on December 25th shall receive pay and time off in accordance with Clause 17.6 (Holiday Pay for Full-Time Employees) above, as though they met the eligibility requirements.

**17.9 Lieu Days**

- (a) Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer and the employee subject to operational requirements. Employees will have the option of taking the lieu day in time off or in pay.
- (b) The number of hours banked for a lieu day will be equivalent to the number of hours worked on the designated paid holiday.
- (c) When an employee opts to take the lieu day as time off:
  - (1) Lieu days earned between January 1<sup>st</sup> and June 30<sup>th</sup> must be taken by December 31<sup>st</sup> of the same calendar year.
  - (2) Lieu days earned between July 1<sup>st</sup> and December 31<sup>st</sup> must be taken by June 30<sup>th</sup> of the following calendar year.
- (d) Any banked lieu days not taken by the dates above will be paid out on the first payday following June 30<sup>th</sup> or December 31<sup>st</sup>.

**ARTICLE 18 - OVERTIME**

**18.1 Overtime**

- (a) All overtime must be authorized in writing, in advance by the Employer except in cases of emergency.
- (b) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first three and one-half hours of overtime on a regularly scheduled workday; or
  - (2) double-time for hours in excess of one; or
  - (3) time and one-half for all hours worked in excess of 75 hours or 80 hours worked over a biweekly pay period, except for those classifications regularly scheduled to work more than 10 hours in a day (87 hours biweekly).
- (c) Employees working more than six consecutive days or more than 20 days in a four week period shall be paid overtime rates for such time worked in excess.
- (d) Where an employee works more than two hours of overtime, they shall receive a paid rest period of 15 minutes.
- (e) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (f) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority. Employees may refuse to work overtime except in cases of emergency.

**ARTICLE 19 - VACATION**

**19.1 Vacation Entitlement**

Vacations with pay shall be granted to employees based on their length of continuous service as of December 31st of the preceding year as follows:

- (a) *For Full-Time Employees:*

Years of Service	Vacation
Less than three years	three weeks
After three years but less than ten 10 years	four weeks
After ten 10 years but less than twelve 12 years	five weeks
After twelve 12 years but less than fourteen 14 years	five weeks + one day
*After fourteen 14 years but less than sixteen 16 years	five weeks + two days
**After sixteen 16 years but less than eighteen 18 years	five weeks + three days
***After eighteen 18 years but less than twenty 20 years	five weeks + four days
****Twenty years and thereafter	six weeks

- \* Effective January 2010
- \*\* Effective January 2012
- \*\*\* Effective January 2014
- \*\*\*\* Effective January 2016

(b) *For Part-Time Employees on a pro rata basis:*

Years of Service	Vacation
Less than 5,475 hours worked	three weeks
After 5,475 hours worked and less than 18,250 hours worked	four weeks
After 18,250 hours worked and less than 21,900 hours worked	five weeks
After 21,900 hours worked and less than 25,550 hours worked	five weeks + one day
After 25,550 hours worked and less than 29,200 hours worked	five weeks + two days
*After 29,200 hours worked and less than 32,850 hours worked	five weeks + three days
**After 32,850 hours worked and less than 36,500 hours worked	five weeks + four days
***After 36,500 hours worked	six weeks

- \* Effective January 2010
- \*\* Effective January 2012
- \*\*\* Effective January 2014
- \*\*\*\* Effective January 2016

(c) Vacation pay for employees shall be calculated at six, eight, or 10 percent etc. as applicable, of the total hours worked for the preceding calendar year.

(d) Employees entitled to vacation time off will be paid at their current rate of pay when they take their vacation.

(e) Accrued vacation is to be taken in the vacation year immediately following the year it was accrued and not prior to that.

## 19.2 Vacation Carryover

An employee shall be required to reduce their accumulation (by taking vacation) to a maximum of two weeks carryover by December 31<sup>st</sup> of each year.

## 19.3 Scheduling of Vacation

- (a) On or before January 15<sup>th</sup> of each year, the Employer shall advise each employee in writing of their vacation entitlement for the calendar year.
- (b) Requests for vacation for the calendar year shall be submitted by February 15<sup>th</sup>.
- (c) Vacations will be approved in order of seniority by department, subject to operational requirements.
- (d) Approval for vacation will be provided to each employee in writing within 10 days of the deadline in (b) above.
- (e) Where an employee chooses to split their annual vacation, their second choice of vacation shall be made only after all other employees concerned have made their initial selection.
- (f) Vacation requests received after February 15<sup>th</sup> will be approved on a first come, first served basis.
- (g) The vacation schedule will be posted within each department by March 1<sup>st</sup>.

## 19.4 Vacation Pay on Termination

An employee who terminates their employment for any reason shall be paid any outstanding vacation pay as provided in Clause 19.1 (Vacation Entitlement).

**19.5 Paid Leave While on Vacation**

Where an employee qualifies for sick leave, with appropriate substantiation, or bereavement leave during their period of vacation, there shall be no deduction from vacation credits.

**ARTICLE 20 - SICK LEAVE**

**20.1 Sick Leave Entitlement**

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

(1) Full-time employees who have completed their probationary period, shall receive in each January the maximum sick leave credits for the year, as listed below, prorated if they complete their probation partway through the year:

- regularly scheduled to work seven and one-half hours per day: ..... 75 hours
- regularly scheduled to work eight hours per day:..... 80 hours

Providing credits are available, employees will be eligible to claim (100%) of scheduled lost time due to personal illness. There is no carryover of sick leave hours.

(2) Part-time employees regularly scheduled to work 20 hours or more per week and who have completed the probationary period shall be credited with 11¼ hours of sick leave and shall then accumulate sick leave credits at the rate of three point five percent of hours worked per month to a maximum of 75 hours. Providing credits are available, employees will be eligible to claim one hundred percent of scheduled lost time due to personal illness.

(3) Part-time employees regularly scheduled to work less than 20 hours per week and who have completed the probationary period shall be credited with 11¼ hours of sick leave and shall then accumulate sick leave credits at the rate of three percent of hours worked per month to a maximum of 150 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(4) The Employer shall advise employees of their accumulated sick leave credits in January.

(5) Where specialist medical appointments cannot be scheduled outside the employee’s working hours, sick leave with pay shall be granted from the accumulated sick leave credits, provided credits are available. The Employer may require an employee to substantiate a claim for sick leave benefits.

**20.2 Sick Leave/Workers' Compensation**

Absence for injury compensable under provisions of the *Workers Compensation Act* shall not be charged against sick leave credits.

**20.3 Weekly Indemnity**

(a) Full-time and part-time employees regularly scheduled to work 20 hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident or the eighth calendar day of illness.

(b) Coverage will continue for up to 17 weeks. The indemnity plan shall provide to qualifying employees 66.7% of the first \$600 of weekly insurable earnings plus 50% of the balance with a maximum weekly benefit of \$920.

- (c) The weekly indemnity plan for new employees will be effective on completion of the probation period.

#### **20.4 Medical Documentation**

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

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

- (a) Employees who are absent from work because of sickness shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.
- (b) Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.
- (c) The Employer may request proof of a disabling accident or illness.

#### **20.6 Integration With Other Disability Income**

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

### **ARTICLE 21 - LEAVES OF ABSENCE**

#### **21.1 General Leave**

- (a) A regular employee who has completed the probationary period may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state their request in writing at least two weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense.
- (b) A regular employee shall receive up to one day off with pay to attend a formal hearing to receive their Canadian citizenship.

#### **21.2 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 with pay for a maximum of 10 working days per year.
- (b) Should the employee receive any witness or jury fees, these amounts will be deducted from the Employee's pay during the period noted above. The amount of the deduction shall not exceed the employee's regular rate of pay for the period noted above.

#### **21.3 Bereavement Leave**

When a death occurs in an employee's immediate family (which shall include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or any person who lives with the employee as a member of the employee's

family, regular employees will be eligible for leave up to a maximum of five consecutive calendar days within a reasonable time period from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three days.

#### **21.4 Family Responsibility Leave**

An employee is entitled to request up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

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

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

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

(a) The employee shall normally provide the Employer with one month's written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.

(b) An employee is entitled to maternity leave of up to 17 weeks without pay.

(c) Where an employee intends to return to work sooner, or later, than the original completion date, the employee shall give the Employer at least four weeks written notice in advance. Maternity or adoption leave may be extended by a period up to a maximum of six weeks when approved in writing by a duly qualified medical practitioner.

(d) The birth mother may take unpaid parental leave up to 35 consecutive weeks beginning immediately after maternity leave expires, to a maximum combined period of 52 weeks.

The birth Father or adoptive parent may take unpaid parental leave up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and must conclude within that 52 week period.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks.

(e) The employee shall be responsible for pre-paying their portion of the cost (if any) of any medical or dental benefits in which the employee participates in while on maternity, adoption or parental leave.

#### **22.2 Sick Leave During Pregnancy**

Illness arising due to pregnancy during employment, and prior to commencing maternity leave of absence, may be applied to normal sick leave, upon request of an employee.

#### **22.3 Vacation**

The employee shall retain vacation credits that had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

#### **22.4 Return to Work**

(a) An employee who returns to work after the expiration of the maternity, adoption or parental leave shall retain the seniority accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which the leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave, or if the employee does not return to work on the date specified in the notice of return to work.

## ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

### 23.1 Occupational Health and Safety Committee

(a) The Employer and the Union agree to establish an occupational health and safety committee, as set out in the Industrial Health and Safety Regulations of the *Workers Compensation Act*, to be comprised of two employee representatives and two employer representatives. The Union shall appoint one alternate representative.

(b) This Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers Compensation Act*.

(c) This Committee shall hold regular meetings, but no less than 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.

(d) Employee representatives shall be compensated at the basic rate of pay for attendance at meetings of the committee.

### 23.2 Transportation of Injured Employees

The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.

### 23.3 Notification of Accident or Injury

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

## ARTICLE 24 - ADJUSTMENT PLAN

### 24.1 Adjustment Plan

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

## ARTICLE 25 - CONTRACTING OUT

### 25.1 Contracting Out

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees within the bargaining unit.

## ARTICLE 26 - PREPAID HEALTH BENEFITS

### 26.1 Prepaid Health Benefits

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

- (b) For full-time regular employees, the Employer agrees to contribute 100% of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at two times annual insurable earnings of those employees under age 65 and one times the annual insurable earning of those employees beyond the age of 65 and under the age of seventy. Employees shall reduce to one times coverage on the date the employee attains age 65.
- (c) For full-time regular employees under the age of 65, the Employer agrees to contribute 100% of the premium costs of the Long-Term Disability Plan.
- (d) For full-time regular employees, the Employer agrees to contribute 100% of the premium costs of the Health Insurance Plan including a vision plan.
- (e) For full-time regular employees, the Employer agrees to contribute 100% of the premium costs of the Dental Plan.
- (f) Part-time regular employees regularly scheduled to work 20 hours or more per week may chose to participate in either the Medical Services Plan or the Prepaid Health Benefits Plan.
- (g) For part-time regular employees regularly scheduled to work 20 hours or more per week, who chose the Medical Services Plan, the Employer agrees to contribute two-thirds of the cost of the Plan.
- (h) For part-time regular employees regularly scheduled to work 20 hours or more per week, who chose the Prepaid Health Benefits Plan, the Employer agrees to contribute two-thirds of the costs of the Life Insurance and Accidental Death and Dismemberment Plan which provides \$15,000 coverage to part-time regular employees under age 65 and \$7500 coverage to part-time regular employees age 65 or over, but under the age of 70.
- (i) For part-time regular employees regularly scheduled to work 20 hours or more per week, who chose the Prepaid Health Benefits Plan, the Employer agrees to contribute two-thirds of the cost of the Health Insurance Plan and including a vision plan.
- (j) For part-time regular employees regularly scheduled to work 20 hours or more per week, who chose the Prepaid Health Benefits Plan, the Employer agrees to contribute two-thirds of the costs of the Dental Plan.
- (k) The selection of the insurance carrier for any benefits referred to in this article is in the sole discretion of the Employer. Benefits are only available to full-time regular employees and part-time regular employees regularly scheduled to work 20 hours or more per week, who have completed the probationary period

## ARTICLE 27 - PAYMENT OF WAGES

### 27.1 Rates of Pay

- (a) All employees shall be paid biweekly by direct deposit.
- (b) Employees shall be paid in accordance with Appendix 2.

### 27.2 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 days of the date of their resignation.
- (b) When an employee is terminated, the Employer shall pay all wages owing to the employee within 48 hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off, the Employer will pay all wages to the employee on the next scheduled payday.

**27.3 Substitution**

- (a) Where an employee is required by the Employer to perform the duties of a higher ranking bargaining unit position for one shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, excluding the probationary rate.
- (b) In no circumstances shall there be pyramiding of wages and/or benefits.
- (c) If the temporary transfer is to a lower rate job and is at the request of the Employer, the employee will receive their own wage rate.
- (d) If the temporary transfer is to a lower rated job to accommodate the employee or to avoid layoff, then the employee shall be paid at the hourly rate for the lower position corresponding with their previous placement on the grid.

**27.4 Meal Allowances**

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

**27.5 Mileage Allowance**

For occasions when an employee is authorized to use their own vehicle while on the Employer's business, reimbursement of 42¢ per kilometre will be provided.

**ARTICLE 28 - JOB CLASSIFICATIONS AND WAGE RATES****28.1 Job Descriptions**

The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 2.

**28.2 New Positions**

When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

**ARTICLE 29 - GENERAL CONDITIONS****29.1 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 their duties for the Employer; and
- (b) assume all costs, legal fees and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

**29.2 Copies of the Collective Agreement**

The Union shall print the Collective Agreement in an agreed to format, and shall distribute copies of the Collective Agreement to employees.

The Union and the Employer shall each contribute 50% to the cost of printing the Collective Agreement.

### **29.3 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 \$100, for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

### **29.4 Lockup for Personal Effects**

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

## **ARTICLE 30 - CASUAL EMPLOYEES**

### **30.1 Casual Employees**

A casual employee is one who is not employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:

- (a) paid leave relief;
- (b) unpaid leave relief
- (c) temporary increase of workload situations

### **30.2 Application of Agreement**

- (a) Casual employees are covered by all provisions of the Collective Agreement except as follows:
  - Article 11 – Seniority (except as it relates to casual employee lists)
  - Article 13 – Layoff and Recall
  - Article 14.2 – Scheduling(a)
  - Article 14.3 – Changes in Scheduling (a)(c)(d)
  - Article 19 – Vacation
  - Article 20 – Sick Leave
  - Article 21 – Leaves of Absence
  - Article 22 – Maternity, Adoption and Parental Leave
  - Article 25 – Contracting Out
  - Article 26 – Prepaid Health Benefits
  - Appendix 3 – Pension Plan

### **30.3 Seniority While in Receipt of WCB Wage-Loss Income**

Upon returning to work from receiving WorkSafeBC benefits for an incident at the Employer's workplace, a casual employee will be credited with seniority hours based on the average amount of hours worked in the 12 week period prior to receiving WorkSafeBC benefits.

### **30.4 Casual Employee Probationary Period**

- (a) Newly hired casual employees shall serve a probationary period of 450 hours worked. During the probationary period, casual employees may be discharged in accordance with Clause 12.4 (Probationary Period).
- (b) A casual employee who has not completed their probationary period under this clause and posts into a regular position shall be required to complete their probationary period and to complete a trial period in accordance with Clause 12.3 (Trial Period).
- (c) A casual employee who has completed probation and posts into a regular position shall not be required to serve another probationary period under Clause 12.4 (Probationary Period), but will be required to complete a trial period in accordance with Clause 12.3 (Trial Period).

**30.5 Rate of Pay for Casual Employees**

Casual employees shall be paid in accordance with the job category in which they are working.

**30.6 Paid Holiday Pay**

- (a) Casual employees will be paid time and one-half their basic rate of pay for hours worked on a designated holiday.
- (b) Casual employees shall be paid four point two percent of their gross pay on each paycheque, in lieu of Paid Holiday pay.

**30.7 Change of Status to Regular**

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy through the posting procedure.

**30.8 Casual Employee Vacation**

Casual employees shall be paid vacation pay on each paycheque in lieu of paid vacation as set out below:

Years of Service	Vacation Pay as a % of gross earnings
Less than 5,475 hours worked	6%
After 5,475 hours worked and less than 18,250 hours worked	8%
After 18,250 hours worked	10%
After 21,900 hours worked and less than 25,550 hours worked	10.4%
*After 25,550 hours worked and less than 29,200 hours worked	10.8%
*After 29,200 hours worked and less than 32,850 hours worked	11.2%
**After 32,850 hours worked and less than 36,500 hours worked	11.6%
***After 36,500 hours worked	12%

- \* Effective January 2010
- \*\* Effective January 2012
- \*\*\* Effective January 2014
- \*\*\*\* Effective January 2016

**ARTICLE 31 - DURATION OF AGREEMENT****31.1 Duration**

This Agreement shall be for the period from July 1, 2009 to and including June 30, 2013.

**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, but in any event, no later than midnight on June 30, 2013.
- (b) Where no notice is given by either party prior to June 30, 2013, both parties shall be deemed to have given notice under this section on June 30, 2013.

**31.3 Agreement to Continue in Force**

- (a) Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining and until a new agreement is signed.
- (b) *No Strike or Lockout*

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout. Strike shall include any strike, picketing, sit-down,

stand-in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's Residences, or any other *Act* as defined in the *Labour Relations Code*.

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

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

**31.5 Change in Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Linda Wong  
Human Resources Advisor

\_\_\_\_\_  
Tony Jillings  
Bargaining Committee

\_\_\_\_\_  
Steven Gardner  
Executive Director

\_\_\_\_\_  
Cathy Audette  
Bargaining Committee

\_\_\_\_\_  
Simone Paler  
Director of Admin Services

\_\_\_\_\_  
Jean Slamon  
Bargaining Committee

\_\_\_\_\_  
Deb Wilson  
Staff Representative

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

**APPENDIX 1**  
**Casual Employees Call-in**

*Casual Employees Call-in*

- (a) The Employer agrees to include part-time employees on the departmental call-in list according to seniority hours, subject to the terms and conditions listed in Article 30 – Casual Employees.
- (b) Casual hours shall be offered to employees in the department in which their primary position exists before offering work to employees from a different department as a secondary position.
- (c) The departments shall be defined as Housekeeping Department, Culinary Services Department, Environmental Services Department, Recreational Services Department, Lifestyle Department, Administration Department and Health and Wellness Department.
- (d) Employees who are laid off in accordance with Article 13 – Layoff and Recall of the Collective Agreement will have the option of having their name included on the call-in list for their department. Such laid-off employees shall notify the department manager in writing of their desire to be placed on the call-in list.
- (e) Casual employees and part-time employees shall be entitled to register for work in their primary position. In addition to work in their primary position, those casual employees and part-time employees who have completed the 450 hour probationary period shall, once annually, have the opportunity to register for available extra work in one secondary position for which the employee possesses necessary qualifications when the work opportunity arises.
- (f) Casual, part-time and regular employees on layoff shall be called in order of up-to-date seniority for scheduled and non-scheduled work. Current seniority will be based on hours worked up to and including the last pay period processed prior to the middle of each month.
- (g) Shifts will be offered as follows:
  - (1) Part-time employees and regular employees on layoff shall be called in order of seniority before casual employees.
    - (i) If an employee is already scheduled to work a shift that conflicts with the available shift and is equal to or longer than the available shift they shall be considered to be unavailable to accept the hours.
    - (ii) Employees already scheduled to work shall not be entitled to give up a shift of equal or longer duration in order to accept available hours. However, employees may accept available hours up to the maximum daily full-time hours. There is no obligation for the Employer to split an available shift.
    - (iii) If the senior part-time employee on the call-in list is already scheduled for a shorter shift, they will be offered the longer shift. If they accept the longer shift their original hours will be offered to the most senior person on the call in list who is not already scheduled to work.
  - (2) Casual employees not already scheduled to work.
  - (3) Where less than four shifts are available for assignment, they shall be offered to those employees on the departmental call-in list in order of seniority.
  - (4) Where a block of four or more shifts become available, it shall be offered to part-time employees within the department in accordance with their seniority, provided that they have submitted availability as required in (1), below. In the event the available block can be scheduled

seven days in advance, then the senior part-time employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.

(5) Please note that the most senior employee who accepts the block as described in the paragraph above, shall have their schedule changed. No further schedule changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedure.

(h) For hours worked in a lower-paid secondary position, the employee's rate of pay is based on the same length of service step attained by the employee in the primary position.

(i) For hours worked in a higher-paid secondary position, the employee's rate of pay is based on the length of service step in the secondary position which provides the least increase above the rate of pay attained by the employee in the primary position.

(j) Probationary employees shall have their hours worked at straight-time pay taken into consideration as seniority for the purposes of call-in for casual hours.

(k) The manner in which casual and/or part-time employees shall be called to work shall be as follows:

(1) One call shall be of eight rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.

(2) In the event the casual employee uses a telephone answering machine, voice mail or a pager, the Employer is obligated to leave a message to return the phone call within five minutes. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.

(l) Casual employees and part-time employees registered for casual hours must submit their availability by the 15<sup>th</sup> of each month for the following calendar month. If no availability is submitted by the 15<sup>th</sup> the employee may not be called for available work.

(m) The Employer shall be obliged to call a casual and/or part-time employee only for those days on which the employee is available. Casual and part-time employees who are registered for casual work must notify the Employer of the times of unavailability due to sickness or vacation.

(n) A casual employee who does not submit their availability for two consecutive months shall be deemed to have terminated their employment.

(o) Casual employees have the right of refusal on two calls for shifts for which they have submitted availability, during a pay period. Casual employees who refuse five calls for shifts for which they have submitted availability, in six consecutive pay periods will be terminated.

(p) Employees who are called in by the Employer under this appendix and report for work shall be paid a minimum of four hours at the applicable rate of pay.

**APPENDIX 2  
Classification and Wage Grid**

Position	Level	Current	Jan 1/10	Sep 1/10	Jan 1/11	Jan 1/12	Jan 1/13	
			(1.5%)	(1%)	(2%)	(2.25%)	(2.25%)	
			<i>LPN/RN only:</i>					
Building Services Assistant	<i>Start:</i>	15.91	16.15	16.15	16.47	16.84	17.22	
	<i>After 450 hrs worked:</i>	17.19	17.45	17.45	17.80	18.20	18.61	
	<i>After 1,825 hrs worked:</i>	17.85	18.12	18.12	18.48	18.90	19.32	
	<i>After 3,650 hrs worked:</i>	18.51	18.79	18.79	19.16	19.59	20.04	
Concierge Night Houseperson	<i>Start:</i>	16.02	16.26	16.26	16.59	16.96	17.34	
	<i>After 450 hrs worked:</i>	17.29	17.55	17.55	17.90	18.30	18.71	
	<i>After 1,825 hrs worked:</i>	17.96	18.23	18.23	18.59	19.01	19.44	
	<i>After 3,650 hrs worked:</i>	18.63	18.91	18.91	19.29	19.72	20.17	
Cook	<i>Start:</i>	17.34	17.60	17.60	17.95	18.36	18.77	
	<i>After 450 hrs worked:</i>	18.62	18.90	18.90	19.28	19.71	20.15	
	<i>After 1,825 hrs worked:</i>	19.29	19.58	19.58	19.97	20.42	20.88	
	<i>After 3,650 hrs worked:</i>	19.94	20.24	20.24	20.64	21.11	21.58	
Housekeeper Food Service Assistant Recreation Asst. Cong. Receptionist Marketing Assistant	<i>Start:</i>	14.41	14.63	14.63	14.92	15.25	15.60	
	<i>After 450 hrs worked:</i>	15.70	15.94	15.94	16.25	16.62	16.99	
	<i>After 1,825 hrs worked:</i>	16.37	16.62	16.62	16.95	17.33	17.72	
	<i>After 3,650 hrs worked:</i>	17.03	17.29	17.29	17.63	18.03	18.43	
Cook's Assistant/Dishwasher	<i>Start:</i>	11.02	11.19	11.19	11.41	11.67	11.93	
	<i>After 450 hrs worked:</i>	12.29	12.47	12.47	12.72	13.01	13.30	
	<i>After 1,825 hrs worked:</i>	12.95	13.14	13.14	13.41	13.71	14.02	
	<i>After 3,650 hrs worked:</i>	13.62	13.82	13.82	14.10	14.42	14.74	
Busperson	<i>Start:</i>	9.04	9.18	9.18	9.36	9.57	9.79	
	<i>After 450 hrs worked:</i>	9.04	9.18	9.18	9.36	9.57	9.79	
	<i>After 1,825 hrs worked:</i>	9.44	9.58	9.58	9.77	9.99	10.22	
	<i>After 3,650 hrs worked:</i>	9.67	9.82	9.82	10.01	10.24	10.47	
Personal Care Aide	<i>Start:</i>	16.65	16.90	16.90	17.24	17.63	18.02	
	<i>After 450 hrs worked:</i>	17.93	18.20	18.20	18.56	18.98	19.41	
	<i>After 1,825 hrs worked:</i>	18.60	18.88	18.88	19.26	19.69	20.13	
	<i>After 3,650 hrs worked:</i>	19.25	19.54	19.54	19.93	20.38	20.84	
Licensed Practical Nurse	<i>Start:</i>	23.04	23.39	23.62	24.09	24.63	25.19	
	<i>After 450 hrs worked:</i>	23.27	23.62	23.86	24.33	24.88	25.44	
	<i>After 1,825 hrs worked:</i>	23.51	23.86	24.10	24.58	25.14	25.70	
	<i>After 3,650 hrs worked:</i>	23.75	24.11	24.35	24.83	25.39	25.96	
Registered Nurse/ Registered Psychiatric Nurse	<i>Start:</i>	28.27	28.69	28.98	29.56	30.23	30.91	
	<i>After 450 hrs worked:</i>	29.29	29.73	30.03	30.63	31.32	32.02	
	<i>After 900 hrs worked:</i>	30.21	30.66	30.97	31.59	32.30	33.03	
	<i>After 1,825 hrs worked:</i>	31.04	31.51	31.82	32.46	33.19	33.93	
	<i>After 3,650 hrs worked:</i>	31.87	32.35	32.67	33.32	34.07	34.84	
	<i>After 5,470 hrs worked:</i>	32.69	33.18	33.51	34.18	34.95	35.74	

Head Housekeeper – will be paid per the Housekeeper grid plus \$0.50 per hour.

**APPENDIX 3  
Pension Plan**

1. The Employer shall establish and provide a Pension Plan, which shall be a defined contribution pension plan. Eligible employees shall have the option of participating in the plan.
2. All regular full-time and part-time employees, upon the completion of six calendar months of employment, shall be eligible to participate.
3. Each participating employee shall contribute one percent of regular earnings to the Plan. The Employer shall contribute one percent of the participating employee's regular earnings to the Plan by way of biweekly payroll deduction.  
  
Effective January 1, 2005, participating employees may make additional voluntary contributions over and above one percent, in whole increments of one percent, to a maximum of three percent of the participating employee's regular earnings. These voluntary employee contributions are not matched by the Employer.
4. Employees wishing to participate may do so by completing the appropriate forms, advising the Employer of their desire to participate and the percentage amount they wish to contribute.
5. Details of the Plan shall be outlined in the Plan document

**MEMORANDUM OF UNDERSTANDING #1**

The parties agree that the employees listed below, who are currently working less than 37.5 hours per week, shall retain these hours and will not be required to increase their hours of work without mutual agreement.

These employees will not lose their full-time status as a result of not working a 37½ hour workweek.

Juvy Enova (Personal Care Aide)  
Zita Zaremska (Personal Care Aide)  
Jean Slamon (LPN)

**LETTER OF UNDERSTANDING #1**

*between  
Whitecliff  
and*

*B.C. Government and Service Employees' Union*

The Employer and the Union agree that should the Employer require on call employees, the parties shall meet to discuss on call provisions. Should the parties not agree to on call provisions, the matter will be referred to arbitration by either party, within 30 days.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Linda Wong  
Human Resources Advisor

\_\_\_\_\_  
Tony Jillings  
Bargaining Committee

\_\_\_\_\_  
Steven Gardner  
Executive Director

\_\_\_\_\_  
Cathy Audette  
Bargaining Committee

\_\_\_\_\_  
Simone Paler  
Director of Admin Services

\_\_\_\_\_  
Jean Slamon  
Bargaining Committee

\_\_\_\_\_  
Deb Wilson  
Staff Representative

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