

Collective Agreement

between the

Vancouver Island Conference Centre
LTD.

and

Canadian Union of Public Employees
Local 401



March 19, 2017 – March 31, 2021

Table of Contents

ARTICLE 1 – MANAGEMENT RIGHTS	2
1.01 MANAGEMENT RIGHTS.....	2
ARTICLE 2 – UNION RECOGNITION AND NEGOTIATIONS.....	2
2.01 BARGAINING UNIT	2
2.02 UNION SECURITY	2
2.03 CROSSING PICKET LINES.....	2
2.04 SHOP STEWARDS.....	3
2.05 CORRESPONDENCE.....	3
ARTICLE 3 – HOURS OF WORK.....	3
3.01 REGULAR WORK WEEK.....	3
3.02 REGULAR WORK DAY	3
3.03 PPT EMPLOYEES AND ACCESS TO ADDITIONAL WORK	4
3.04 REST PERIODS.....	4
3.05 MINIMUM DAILY PAY.....	4
3.06 TEMPORARY SHIFT CHANGE.....	4
ARTICLE 4 – DEFINITIONS.....	5
4.01 DEFINITION OF SENIORITY	5
4.02 PROBATIONARY EMPLOYEES	5
4.03 PERMANENT FULL-TIME EMPLOYEES.....	5
4.04 PERMANENT PART-TIME EMPLOYEES	5
4.05 SENIORITY LIST.....	5
ARTICLE 5 – OVERTIME AND “IN LIEU” TIME	5
5.01 OVERTIME DEFINED	5
5.02 OVERTIME RATES	6
5.03 OVERTIME BANK	6
5.04 OVERTIME ALLOTTED BY SENIORITY.....	6
5.05 RIGHT TO REFUSE OVERTIME	6
5.06 REST INTERVAL AFTER OVERTIME	6
5.07 OVERTIME MEAL ALLOWANCE	6
ARTICLE 6 – GRIEVANCE PROCEDURE.....	7
6.01 DISCIPLINE	7
6.02 DISMISSAL OR SUSPENSION GRIEVANCES.....	7
6.03 GRIEVANCE PROCEDURE	8
6.04 POLICY GRIEVANCES.....	8
ARTICLE 7 – LAYOFFS AND RECALLS	9
7.01 DEFINITION OF LAY OFF	9
7.02 ROLE OF SENIORITY IN LAYOFF	9
7.03 NOTICE OF LAYOFF.....	9
7.04 RECALL PROCEDURE	9
7.05 NO NEW EMPLOYEES	9
ARTICLE 8 – PROMOTIONS AND STAFF CHANGES	10
8.01 JOB POSTINGS.....	10

8.02	NEW POSITIONS	10
8.03	TRIAL PERIOD	10
ARTICLE 9 – GENERAL HOLIDAYS.....		10
9.01	STATUTORY HOLIDAYS	10
9.02	PART TIME EMPLOYEES	11
9.03	HOLIDAY COINCIDING WITH A DAY OF VACATION.....	11
9.04	PRORATION OF HOLIDAY PAY	11
9.05	WORKING ON A GENERAL HOLIDAY.....	11
9.06	GENERAL HOLIDAYS ON DAY OFF	11
9.07	GENERAL HOLIDAY DURING VACATION	11
ARTICLE 10 – DEFINITION OF VACATION YEAR		12
10.01	ENTITLEMENT TO VACATION	12
10.02	UNBROKEN VACATION PERIOD.....	12
10.03	VACATION CARRY OVER.....	12
10.04	VACATION PAY ON TERMINATION	12
ARTICLE 11 – SICK LEAVE PROVISIONS		12
11.01	SICK LEAVE DEFINED	12
11.02	AMOUNT OF SICK LEAVE	13
11.03	SICK LEAVE ACCRUAL USE	13
11.04	MEDICAL CERTIFICATE	13
11.05	SICK LEAVE RECORDS	13
11.06	EXCEPTIONS DURING VACATION.....	13
11.07	SICK LEAVE PAY.....	13
ARTICLE 12 – SPECIAL AND OTHER LEAVE		14
12.01	BEREAVEMENT LEAVE.....	14
12.02	LEAVE FOR UNION BUSINESS.....	14
12.03	MATERNITY AND PATERNAL LEAVE.....	14
	(a) <i>Employment during Pregnancy</i>	14
	(b) <i>Employment Deemed to be Continuous</i>	14
12.04	ENTITLEMENTS UPON RETURN TO WORK	15
12.05	UNPAID UNION LEAVE.....	15
12.06	JURY DUTY	15
12.07	PERSONAL DAYS.....	15
ARTICLE 13 – PAYMENT OF WAGES AND ALLOWANCES.....		15
13.01	SUBSTITUTION PAY	15
13.02	AUTOMOBILE AND TRAVEL ALLOWANCE.....	16
13.03	SAFETY FOOTWEAR	16
13.04	FIRST AID ATTENDANT.....	16
ARTICLE 14 – JOB CLASSIFICATION		16
14.01	CLASSIFICATION.....	16
14.02	EMPLOYEE REVIEW	17
14.03	RED CIRCLE	17
ARTICLE 15 – HEALTH & WELFARE BENEFITS		17
15.01	BENEFITS	17
ARTICLE 16 – TECHNOLOGICAL CHANGE		17

16.01	LABOUR RELATIONS CODE.....	17
ARTICLE 17 - GENERAL CONDITIONS		17
17.01	EMPLOYEE INDEMNIFICATION	17
17.02	DEPARTMENTAL SENIORITY	18
17.03	JOB SECURITY	18
ARTICLE 18 – COPIES OF AGREEMENTS		18
ARTICLE 19 – WAGES		18
ARTICLE 20 – TERM OF AGREEMENT		18
20.01	TERM OF AGREEMENT	18
20.02	COMMENCEMENT OF BARGAINING	18
APPENDIX A.....		20
LETTER OF UNDERSTANDING		21
#1	<i>Shift Change.....</i>	<i>21</i>
#2	<i>Workplace Harassment Policy</i>	<i>22</i>
#3	<i>Employee Share of Service Charge.....</i>	<i>24</i>
#4	<i>Group RRSP</i>	<i>25</i>
#5	<i>Social Media</i>	<i>26</i>
#6	<i>Casual Employees</i>	<i>27</i>

THIS AGREEMENT effective **March 19, 2017**

BETWEEN:

VANCOUVER ISLAND CONFERENCE CENTRE LTD.

(Hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 401

(Hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement;

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The management, operation of the Vancouver Island Conference Centre and the right to hire employees of its choice is vested exclusively with the Employer, subject to the terms of this Agreement.

ARTICLE 2 – UNION RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 401 as the sole and exclusive collective bargaining agency for all of its employees as defined by the appropriate Labour Relations Board certification and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Union Security

The Employer agrees that any employee coming within the scope of this Agreement who is a member of the Union shall, as a condition of continued employment, maintain membership in such Union, in good standing. The Employer further agrees that any employee who is hereafter employed during the life of this Agreement shall become a member of the Union and maintain membership in such Union, in good standing.

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union in accordance with its Constitution and Bylaws.

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 25th day of the following month, accompanied by a complete list of all employees from whose wages the deductions were made, and indicating those who are permanent part-time or permanent full-time status, together with the amounts and hours worked in each case, and to provide additional information upon request in an electronic format as well as a hard copy from its payroll system as is reasonably necessary to address issues regarding employee status.

2.03 Crossing Picket Lines

No employee shall be required to cross a lawful picket line arising out of a labour dispute.

2.04 Shop Stewards

The Employer agrees that Shop Stewards shall not be interfered with in any way in the performance of their duties, nor suffer any loss of wages, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Shop Steward is employed full-time by the Employer and they will not leave their work during working hours except to perform grievance duties under this Agreement. Therefore, no Shop Steward shall leave their work without obtaining the permission of their immediate manager.

2.05 Correspondence

All correspondence between the Parties arising out of the Agreement or incidental thereto, shall pass from the Employer to CUPE Local 401 office and 2nd Vice-President of the Union.

ARTICLE 3– HOURS OF WORK

3.01 Regular Work Week

The normal work week for regular full-time employees shall consist of forty (40) hours in five (5) consecutive days, Monday to Friday inclusive. The two (2) days off shall be consecutive except when having to apply the terms of the Letter of Understanding #1 (LOU #1).

3.02 Regular Work Day

- (a) The regular work day for Administration Office staff shall consist of eight hours (8) consecutively between 8:00 a.m. and 5:00 p.m. Monday to Friday with a lunch period of thirty (30) unpaid minutes. Changes to the regular workday can be made upon mutual agreement between the Employer and the Union.
- (b) For Regular Fulltime Facility Utility Employees, Housekeeping Employees and Facility Utility Supervisor:
 - (i) The regular work day will be between 7:30 am-1:00 am, seven (7) days per week, five (5) consecutive days, eight (8) hours per day, forty (40) hours per week.
 - (ii) Temporary shift change notice, employees shall be given a minimum of forty-eight (48) hours' notice of a change in their daily start time and a minimum of seventy-two (72) hours of notice of a change in their days of work. Must comply with LOU #1 on shift change notice.
- (c) Employees working in excess of five (5) hours shall be entitled to a thirty (30) consecutive minute unpaid meal break.
- (d) Where an employee is required to remain at work or be available for work during a meal period, the employee shall be paid straight time for the meal period.

3.03 PPT Employees and Access to Additional Work

- (a) Minimum twenty (20) hours per week to maximum forty (40) hours per week
- (b) Access to extra hours based on seniority. Permanent Part-Time Employees shall be given first opportunity, in seniority order, to work additional regular straight-time hours (i.e. hours that are in addition to their normally and regularly scheduled shift hours), which become available, provided:

The Employer shall maximize the normal and regular straight time hours of permanent part-time employees when it schedules these employees to work in their current classifications, before it makes additional hours available under this clause.

- In order to be considered for additional work under this clause, employees must have the skill and ability to perform the work in question.

In order to be considered for additional work under this sub-section, employees must be available to perform the work in question, as and when the Employer requires such work to be performed. For purposes of this subsection, an employee is deemed unavailable for additional work if he/she is already scheduled to work during the time when the Employer requires such additional work to be performed. This notwithstanding, the Parties may mutually agree, on a case by case without prejudice basis, to permit an employee to avail of additional work even though the employee is already scheduled.

- No overtime or other costs will be incurred as a result of assigning work in accordance with this sub-section.

3.04 Rest Periods

The employee shall be entitled during each work day to two (2) rest periods of ten (10) minutes, to be taken at such times as are operationally convenient for the Employer.

3.05 Minimum Daily Pay

An employee reporting for work shall be paid a minimum of two (2) hours if he/she does not commence work or, where he/she commences work, a minimum of four (4) hours.

3.06 Temporary Shift Change

Employees shall be given a minimum of forty-eight (48) hours' notice of a change in their daily start time and a minimum of seventy-two (72) hours notice of a change in their days work.

ARTICLE 4 – DEFINITIONS

4.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, lay-offs, recall, and overtime, as set out in this collective agreement.

Note: Length of Service in bargaining for employees on staff at time of certification shall be their hire date.

4.02 Probationary Employees

Newly hired employees. Except those designated as temporary or casual employee, shall serve a probationary period of eighty (80) days worked or six (6) calendar months from their date of hire, whichever is the lesser, to provide the Employer an opportunity to assess their suitability for continued employment. The length of the probationary period may be extended, provided the Union mutually agrees to such extension.

4.03 Permanent Full-Time Employees

Permanent Full-Time Employees are those who are regularly scheduled to work a full-time basis of forty (40) or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of positions.

4.04 Permanent Part-Time Employees

Permanent Part-Time Employees are those regularly working a normal week consisting of less than a Permanent Full-Time Employee.

4.05 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee commenced service. An up-to-date list shall be sent to the Union and posted on all Bulletin Boards in January and July of each year.

ARTICLE 5 – OVERTIME AND "IN LIEU" TIME

5.01 Overtime Defined

All time worked outside the normal work day, the normal work week, or on a general holiday shall be considered as overtime.

5.02 Overtime Rates

All overtime rates shall be paid at time and one-half (1½X) provided there is approval of Management. Overtime after twelve (12) consecutive hours shall be paid at a double time (2X).

5.03 Overtime Bank

An overtime bank calculated on an hourly basis will be maintained with the understanding that overtime in the bank is to be utilized at a mutually convenient time.

5.04 Overtime Allotted by Seniority

The most senior employee in a classification shall be offered overtime first, for that classification, and so on down the list.

5.05 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing. Where no one volunteers for overtime it shall be assigned in reverse order of seniority of those performing work on site in that department.

5.06 Rest Interval After Overtime

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of their next regular shift.

5.07 Overtime Meal Allowance

Where an employee is called out to work overtime, one meal allowance will apply after three (3) hours or overtime worked and one meal allowance for each additional four (4) hours of overtime worked.

Where an employee agrees to work overtime in conjunction with their normal working day, one meal allowance will apply after three (3) hours of overtime worked.

An employee shall be entitled to receive a meal allowance in the amount of seventeen dollars (\$17.00).

Note: Effective date of ratification.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Discipline

(a) Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) days thereafter, give written particulars of such censure to the employee involved with a copy sent concurrently to the CUPE Local 401 office email and the 2nd Vice-President.

(b) An employee shall have the right to have a Shop Steward present at any discussion with supervisory personnel where formal disciplinary action is to be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being in attendance.

(c) Discharge Procedure

An employee may be dismissed but only for just and reasonable cause and only upon the authority of the officials of the Employer.

6.02 Dismissal or Suspension Grievances

In the case of a grievance arising from an employee's dismissal or suspension, the grievance may commence at Step 1, within five working (5) days of the date on which the dismissal or suspension occurred or within five working (5) days of the employee receiving notice of the suspension or dismissal.

6.03 Grievance Procedure

If an employee chooses to pursue a grievance with the Employer, the parties agree to the following procedure:

- (a) The Union on behalf of the employee may present a grievance at this level by:
 - (i) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required;
 - (iii) transmitting the grievance to the Employer designate through the Union Steward.
- (b) The Employer representative shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.
- (c) Step 1: The employee shall advise his or her immediate supervisor in writing within seven (7) days of the incident, act or omission which is the subject matter of the grievance. A discussion shall take place between the supervisor and the employee, accompanied if so desired, by a Union representative or a Shop Steward within seven (7) days. The supervisor shall render a decision in writing to the employee within seven (7) days of the discussion.

Step 2: If no resolve is reached in Step 1, the Union may, within fourteen (14) days, meet with the General Manager in an effort to resolve the grievance. The General Manager shall notify the Union, in writing, within five (5) days of the meeting.

Where no agreement is reached, the matter may be referred to arbitration by either or both parties.

6.04 Policy Grievances

Where either Party disputes the general application, interpretation, or alleged violation of an article in this agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be within twenty (20) days of the occurrence.

If unresolved, the policy grievance will commence at Step 1.

Failing settlement at Step 1 within thirty (30) calendar days of receipt of the grievance at this step, either party may refer the matter to arbitration.

ARTICLE 7– LAYOFFS AND RECALLS

7.01 Definition of Lay Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of seven or more days of a fulltime employee.

7.02 Role of Seniority in Layoff

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoffs, employees shall be laid off in reverse order of seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

7.03 Notice of Layoff

The Employer shall notify, in writing, those employees who are to be indefinitely laid off, twenty-one (21) calendar days before the effective date of layoff. If the employee has not had the opportunity to work twenty-one (21) calendar days after notice of layoff, they shall be paid in lieu of work for that part of the twenty-one (21) calendar days during which work was not made available

7.04 Recall Procedure

- (a) An employee who has received written notice of lay-off shall, within fifteen (15) days from the effective lay-off date elect to:
 - (i) either retain seniority rights of lay-off and recall; or
 - (ii) accept severance pay.
- (b) Upon acceptance of severance pay, all seniority rights and rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of lay-off and recall all rights to severance pay under these provisions are terminated.

7.05 No New Employees

No new employees will be hired until those laid off and who are qualified to do the work have been given an opportunity of re-employment

ARTICLE 8 – PROMOTIONS AND STAFF CHANGES

8.01 Job Postings

Where a vacancy or new position is to be filled in the bargaining unit, notice shall be posted in all departments of the Employer covered by this Agreement for at least seven (7) consecutive calendar days and the Applicable Job Description shall be attached to the posting. Vacancies and new positions shall be posted under this Article after the Employer has determined the applicable position is to be filled.

For the positions Facility Utility Worker and Housekeeper, the most senior candidate who possesses the skills and ability for perform the duties of the job shall be awarded the position.

For all other positions, the position shall be awarded based on skill, ability, qualifications, and certifications, and where these factors are relatively equal, seniority.

8.02 New Positions

The rate of pay for new positions shall be the subject of negotiations between the Parties to this Agreement and such notices shall set forth the rate of pay for the position (interim rate if applicable) and the applicable Job Description shall be attached to the posting.

8.03 Trial Period

Employees promoted or awarded new positions shall be given sixty (60) days worked in which to prove satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the position, or if the position is declared surplus or redundant during the trial period, they shall be returned to their former position, wage or salary rate, without loss of seniority. If the former position no longer exists, they shall be returned to another position within the same previous classification. The length of the trial period may be extended, provided the Union mutually agrees to such extension.

ARTICLE 9 – GENERAL HOLIDAYS

9.01 Statutory Holidays

All employees shall have the following general holidays off with pay at the employee's regular rate of pay and any other day proclaimed or declared by the Federal, Provincial or Municipal Government as a statutory holiday.

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

9.02 Part time Employees

In order to be eligible for statutory holiday pay, an employee must:

- (a) have been employed for thirty (30) calendar days before the statutory holiday and,
- (b) have worked or earned wages in fifteen (15) of the thirty (30) days immediately before the statutory holiday.

9.03 Holiday Coinciding with a Day of Vacation

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

9.04 Proration of Holiday Pay

The Employer shall give to each eligible employee who has completed thirty (30) calendar days of service, a holiday with pay on each of the designated general holidays. For each such holiday, an employee shall be paid not less than the equivalent of the wages that would have been earned for average hours of work. An average day's pay is calculated by dividing "total wages" earned in the thirty (30) calendar days before the statutory holiday by the number of days worked. Vacation days taken during this period count as days worked. "Total wages" includes wages, commissions, statutory holiday pay, vacation pay, and overtime.

9.05 Working on a General Holiday

Where an employee is scheduled to work on a general holiday, they shall be compensated at the rate of time and one half (1½X) their regular hourly rate of pay for all hours worked on such day and be given another day off with pay in lieu of the General Holiday.

9.06 General Holidays on Day Off

- (a) An employee who is not scheduled to work on any of the General Holidays shall receive one (1) day of pay.
- (b) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay and another day off with pay.

9.07 General Holiday During Vacation

If a General Holiday to which an employee would be otherwise entitled to, falls within their annual vacation, they shall receive one (1) additional day of vacation with pay in lieu of the General Holiday, which shall be taken at a mutually agreed time.

ARTICLE 10 – DEFINITION OF VACATION YEAR

For the purpose of this article, calendar year shall be the period January 1st to December 31st, inclusive.

10.01 Entitlement to Vacation

All employees shall receive paid annual vacations as follows (effective January 1, 2018):

- (a) During the first calendar year – up to ten (10) working days, prorated at four percent (4%) of regular wages.
- (b) During the second to third calendar years – ten (10) working days, prorated at four percent (4%) of regular wages.
- (c) During the fourth to the tenth calendar years – fifteen (15) working days, prorated at six percent (6%) of regular wages.
- (d) In the eleventh calendar year and after – twenty (20) working days, prorated at eight percent (8%) of regular wages.

Note: Effective January 1, 2018.

10.02 Unbroken Vacation Period

Employees shall be entitled to receive their vacation in an unbroken period unless mutually agreed upon between the employee and the Employer.

10.03 Vacation Carry Over

At the end of each calendar year an employee shall be able to carryover five (5) days of unused vacation time to the next calendar year to be used by April 1.

10.04 Vacation Pay on Termination

Employees who have resigned or have been terminated shall be paid for their accrued vacation time

ARTICLE 11 – SICK LEAVE PROVISIONS

11.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, posing a health risk or hazard, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

11.02 Amount of Sick Leave

Employees shall be entitled to twelve (12) day's sick leave per year on January 1. Unused sick leave shall accrue and carry over from year to year. Such accumulation shall not exceed thirty (30) days. Sick leave will not be paid out on the ending of employment.

Note: Effective January 1, 2018.

11.03 Sick Leave Accrual Use

An employee sick leave accrual may also be drawn upon and counted by the hours used for:

- (a) a medical or dental appointment of the employee;
- (b) the care or health of an employee's immediate family members;

11.04 Medical Certificate

An employee may be required, upon request by the Employer to provide a medical certificate paid for by the Employer.

11.05 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Unused sick leave shall not be paid out at termination, layoff or resignation.

11.06 Exceptions During Vacation

When an employee qualifies for bereavement leave or is admitted to hospital during their period of vacation, there shall be no deduction from their vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

11.07 Sick Leave Pay

Employees who take sick leave shall receive the wage rate they would have earned if they had reported for duty.

e.g. Employees working temporarily in a higher paid position will be paid at the rate for the position had they been able to report for duty.

ARTICLE 12 – SPECIAL AND OTHER LEAVE

12.01 Bereavement Leave

The parties agree that the employees will be provided three (3) days paid leave to make arrangements for and attend funerals for immediate family members. Employees shall notify their supervisor or department head when leave is required. The definition of immediate family shall be in accordance with the British Columbia Employment Standards Act.

12.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily with respect to a grievance provided they have obtained the prior approval of the Employer. Such approval shall not be unduly withheld

12.03 Maternity and Paternal Leave

Employees shall be entitled to pregnancy and parental leave as specified under the British Columbia "Employment Standards Act" as amended from time to time. The Employer agrees to provide any employee, at their request, a copy of the current British Columbia "Employment Standards Act" provisions regarding pregnancy and parental leave.

(a) Employment during Pregnancy

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when duties can reasonably be performed. The Employer may require proof of the employee's capability to perform normal work through the production of a medical certificate.

(b) Employment Deemed to be Continuous

The services of an employee who is on pregnancy/parental leave under this article are deemed to be continuous for the purposes of:

- calculating annual vacation entitlement, and
- any pension, medical or other plan beneficial to the employee.

The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

12.04 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or adoption leave shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or adoption leave, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay should their former position no longer exist.

12.05 Unpaid Union Leave

Leave of absence may be granted, without pay, upon request to the Employer, to employees elected or appointed to represent the Union on union business. Such permission will not be unreasonably withheld. Wages and benefits will be paid as normal, with the Union reimbursing the Employer for that cost.

12.06 Jury Duty

Any employee serving as a juror or court witness shall sign over jury or court witness pay to the Employer and shall receive from the Employer in lieu thereof, to a maximum of twenty (20) working days, pay at the regular rate for the time for which jury or court witness pay applies. This may be extended by mutual agreement between the parties.

12.07 Personal Days

Employees shall be entitled to two (2) personal days per year, with pay, to be used within the year.

Note: Effective date of ratification.

ARTICLE 13 – PAYMENT OF WAGES AND ALLOWANCES

13.01 Substitution Pay

When an employee is required by the Employer to perform the duties of any position at a higher rate of pay for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for their superior. Provided, that such minimum is greater than already received and provided further that if an employee works a minimum of one half (1/2) day of a normal work day at a higher classification for hours worked.

Note: Effective date of ratification.

13.02 Automobile and Travel Allowance

Any employee required to use their own vehicle on the Employer's business shall be paid in accordance with the Canada Revenue Agency Regulation to maintain the maximum non-taxable rate per kilometre.

The travel allowance will be in accordance with company policy.

When an Employee travels for Employer business they shall be provided with a per diem of sixty (\$60.00) dollars for all travel days.

Note: Effective date of ratification.

13.03 Safety Footwear

The Employer shall reimburse permanent employees, for the purchase of required safety footwear to a maximum of two hundred fifty dollars (\$250.00) every twenty-four (24) months.

Note: Effective date of ratification.

13.04 First Aid Attendant

The Vancouver Island Conference Centre agrees to support the availability of one (1) designated qualified Level II First Aid Attendant by paying one (1) person a premium of thirty dollars (\$30.00) per month upon achieving qualifications and also providing for the maintenance of the training associated with the appropriate qualification.

Note: Effective date of ratification.

ARTICLE 14 – JOB CLASSIFICATION

14.01 Classification

The Employer may institute new job classifications. Notice of any new classifications, including the pay rate plus a job description, shall be provided to the Union in writing at least two (2) weeks in advance of the institution of the new job. Such wage rates, which shall be determined by the Employer, shall then be subject to confirmation or amendment by negotiation between the Employer and the Union, and if agreement cannot be reached, the Union shall have the right to submit the matter to arbitration.

The Union agrees to respond in writing within two (2) weeks of the date of the letter notifying the Union of the new job classification(s), the date of institution and the pay established and failure to do so shall mean acceptance of the Employer's advice on this matter.

14.02 Employee Review

An employee may request a wage review where additional duties are being assigned by the employer on an ongoing basis, however it will be subject to the grievance procedure only in the event of a significant change in the scope of work.

14.03 Red Circle

Whenever there is a reduction in the wage rate as a result of the review of a job, the Employer agrees that an employee with seniority incumbent in such job shall not suffer any reduction in pay as long as he/she remains on the job. Such an employee shall be considered to have a "red circle" rate and shall not receive a wage increase until the basic wage rate for the job exceeds his/her "red circle" rate.

ARTICLE 15 – HEALTH & WELFARE BENEFITS

15.01 Benefits

The Employer will provide company-wide Health & Welfare benefits including a Long Term Disability Plan on a cost-shared basis in accordance with its plan at March 19, 2017, and to include the following changes:

- Increase Massage/Physio/Chiropractic and Psychologist Therapy benefits to \$500 each;
- Increase Eye Care Exam benefit to \$100; and
- Increase Glasses/Contact Lenses benefit to \$400 every 24 months.

ARTICLE 16 – TECHNOLOGICAL CHANGE

16.01 Labour Relations Code

The provisions of Section 54 of the Labour Relations Code of B.C. apply.

ARTICLE 17 - GENERAL CONDITIONS

17.01 Employee Indemnification

If legal proceedings are taken against an employee setting out a claim for damages arising out of the performance of that employee's duties, the Employer will pay the legal costs incurred by the employee in a court proceeding arising out of the claim.

The employee shall provide the Employer with full particulars of alleged offenses or claims for damages within seven (7) days of the employee's knowledge of such claim or alleged offense. Failure to provide full particulars within seven (7) days will absolve the Employer from indemnifying the employee, unless the employee is unable to give the particulars due to illness, absence, or lack of knowledge.

17.02 Departmental Seniority

Departments for seniority purposes are Administration, Sales, Events, and Operations. It is understood that departmental seniority will be used for scheduling and vacations and bargaining unit wide seniority in the event of layoff and recall.

17.03 Job Security

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee if it would result in lay-off of any permanent employee, or failure to recall those employees on layoff who are able to perform the work.

ARTICLE 18 – COPIES OF AGREEMENTS

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and rights and obligations under it. For this reason, the Employer shall print, on an equally cost-shared basis with the Union, sufficient copies of the Agreement in booklet form within ninety (90) days of signing of the Agreement.

ARTICLE 19 – WAGES

Wages are in accordance with Appendix A.

ARTICLE 20 – TERM OF AGREEMENT

20.01 Term of Agreement

This Agreement shall remain in effect until March 31, 2021 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code.

All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the General Manager or designate.

20.02 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 20.01, the parties shall, either within fourteen (14) days after the notice was given, or a mutually agreed to date, commence collective bargaining.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

SEALED WITH THE SEAL OF
VANCOUVER ISLAND CONFERENCE
CENTRE LTD. AND SIGNED BY:

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 401

Chuck Loewen

Blaine Gurrie, President
CUPE Local 401

Dean Clarke

Phil Kilback, 2nd Vice-President
CUPE Local 401

ts/ks:cope-491

APPENDIX A

Position	19-Mar-17	01-Apr-18	01-Apr-19	01-Apr-20
	2.00%	2.00%	2.00%	2.00%
Administration Coordinator	\$18.77	\$19.15	\$19.53	\$19.92
Back of House Coordinator	\$23.21	\$23.67	\$24.14	\$24.62
Conference Services Coordinator	\$30.97	\$31.59	\$32.22	\$32.86
Events Coordinator	\$21.87	\$22.31	\$22.76	\$23.22
Facility Utility Worker	\$18.36	\$18.73	\$19.10	\$19.48
Facility Utility Worker Supervisor	\$24.48	\$24.97	\$25.47	\$25.98
Housekeeper	\$16.83	\$17.17	\$17.51	\$17.86
Maintenance Coordinator	\$31.85	\$32.49	\$33.14	\$33.80
Sales and Events Assistant	\$20.85	\$21.27	\$21.69	\$22.12
Sales Coordinator	\$26.30	\$26.83	\$27.37	\$27.92
Maintenance Coordinator	\$36.35 (red circled)			

LETTER OF UNDERSTANDING
between the
Vancouver Island Conference Centre
and the
Canadian Union of Public Employees, Local 401

#1 Shift Change

It is understood that in the event of a shift change, there will be seventy-two (72) hours of notice to the effected employees due to a trade show, conference or convention.

Dated in Nanaimo this day of , 2018.

Chuck Loewen

Blaine Gurrie, President
CUPE Local 401

Dean Clarke

Phil Kilback, 2nd Vice-President
CUPE Local 401

Letter of Understanding
between the
Vancouver Island Conference Centre
and the
Canadian Union of Public Employees, Local 401

#2 Workplace Harassment Policy

The parties to this agreement shall meet within ninety (90) days of ratification in order to develop the following:

1. A policy statement with respect to workplace bullying and harassment.
2. The procedures for workers to report incidents or complaints of workplace bullying and harassment including how, when and to whom a worker should report incidents or complaints, including procedures for a worker to report if the employer/supervisor or persons actions on behalf of the employer is the alleged bully and harasser.
3. The procedures for how the employer will deal with incidents of complaints of workplace bullying and harassment including:
 - (i) how and when investigations will be conducted,
 - (ii) what will be included in the investigation,
 - (iii) roles and responsibilities of employers/supervisors/workers and others in follow up to the investigation (and description of corrective actions, timeframe dealing with adverse symptoms, etc.).
4. Procedures for informing workers of the policy and steps taken to prevent where possible or otherwise minimize workplace bullying and harassment.
5. Timelines for training supervisors and employees on recognizing the potential for bullying and harassment/responding to bullying and harassment/the procedures for reporting and how the employer will deal with incidents or complaints of bullying and harassment as outlined in #2/#3.
6. Timelines and procedures for an annual review of the policy and the agreed to procedures included.
7. Once the process has been completed the parties agree to be guided by the mutually agreed to policy. The Union reserves the right to initiate a grievance should there be a dispute as to the findings following the investigation carried out under this policy.

Dated in Nanaimo this day of , 2018.

Chuck Loewen

Blaine Gurrie, President
CUPE Local 401

Dean Clarke

Phil Kilback, 2nd Vice-President
CUPE Local 401

Letter of Understanding
between the
Vancouver Island Conference Centre
and the
Canadian Union of Public Employees, Local 401

#3 Employee Share of Service Charge

The Employer will pay to an employee with twelve (12) months of service, three and one-half percent (3.5%) of the employee's previous year's straight time earnings from the Service Charge of VICC.

This amount will be paid out by February 28.

Dated in Nanaimo this day of , 2018.

Chuck Loewen

Blaine Gurrie, President
CUPE Local 401

Dean Clarke

Phil Kilback, 2nd Vice-President
CUPE Local 401

**Letter of Understanding
between the
Vancouver Island Conference Centre
and the
Canadian Union of Public Employees, Local 401**

#4 Group RRSP

The Employer will provide a registered pension plan through Great-West Life Assurance Company for voluntary application and contribution to the plan by the Employee, with matching contribution from the Employer, in accordance with the terms and policies of the plan, which may be amended from time to time.

Dated in Nanaimo this day of , 2018.

Chuck Loewen

Blaine Gurrie, President
CUPE Local 401

Dean Clarke

Phil Kilback, 2nd Vice-President
CUPE Local 401

**Letter of Understanding
between the
Vancouver Island Conference Centre
and the
Canadian Union of Public Employees, Local 401**

#6 Casual Employees

The parties agree:

1. These employee's hours of work will be between 7:30 am and 1:00 am, seven (7) days per week, five (5) consecutive days. Any work over eight (8) hours per day attracts overtime.

They will be used on an as needed basis, we agree to the sixth (6th) day as long as they are under forty (40) hours and get a thirty-two (32) hour rest between the next scheduled shift.
2. The Parties will agree to hire three (3) casuals for a twelve (12) month period.
3. The Parties agree that after the twelve (12) months they will review and determine if casuals are to be converted to permanent part-time from the hours worked in the previous twelve (12) months.
4. All other clauses of the collective agreement apply.
5. All casual shifts will be a minimum of four (4) hours.
6. The rate of pay will be eighteen dollars (\$18.00) per hour and they will receive ten percent (10%) in lieu of benefits.
7. The primary use for casuals will be setup, teardown and house keeping during trade shows, conferences or conventions.

Dated in Nanaimo this day of , 2018.

Chuck Loewen

Blaine Gurrie, President
CUPE Local 401

Dean Clarke

Phil Kilback, 2nd Vice-President
CUPE Local 401