

COLLECTIVE AGREEMENT

between

**I.D.S. Management Ltd. Operating
Melissa Park Lodge**

represented by

**Health Employers Association of B.C.
(HEABC)**

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Effective from September 18, 1992 to March 31, 1998

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DEFINITIONS

For the purpose of this Agreement:

- (1) *"basic pay"* means the rate of pay in each wage schedule;
- (2) *"employee"* means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees;
- (3) *"Employer"* means I.D.S. Management Ltd. Operating Melissa Park Lodge;
- (4) *"leave of absence with pay"* means to be absent from duty with permission from the Employer and with pay;
- (5) *"leave of absence without pay"* means to be absent from duty with permission from the Employer but without pay;
- (6) *"Union"* means the British Columbia Government and Service Employees' Union.
- (7) *"layoff"* means the termination of an employee's employment because of a lack of work or because of a discontinuation or modification of a function of a program; and
- (8) *"spouse"* means a husband or wife and includes a common-law spouse. A *"common-law spouse"* is defined as a man or woman not married to each other, who have lived together as husband and wife for a period of not less than two (2) years.

- PREAMBLE

.1 Purpose of Agreement

- (a) The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.
- (b) The parties to this Agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

.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, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

(c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

.3 Conflict with Regulations

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

.4 Use of Feminine and Singular Terms

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

.5 Human Rights Code

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia Act.

.6 Dignity of Clients

It is the desire of both parties to this Agreement to provide the highest quality of training and care to the Employer's clients and to maintain the highest professional standards.

.7 Client Confidentiality

Any information about clients which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential client information shall be surrendered to the Employer by the employee on termination of employment.

.8 Definition of Employees

(a) *Regular Employees*

(1) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half (7-1/2) hours per day, and an average of thirty-seven and one-half (37-1/2) hours per week exclusive of unpaid meal periods.

A regular full-time employee is entitled to all of the benefits outlined in this Agreement.

(2) A regular part-time employee is one who is appointed to a regularly scheduled position, but works less than an average of thirty-seven and one-half (37-1/2) hours per week exclusive of unpaid meal periods.

A regular part-time employee is entitled to all of the benefits of this Agreement on a prorated basis.

(b) *Casual Employees*

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

- (1) paid leave relief;
- (2) unpaid leave relief; and
- (3) temporary increase of workload situations.

Casual employees are covered only by the following provisions of the Collective Agreement:

Article 1 - Preamble
Article 2 - Recognition of the Union
Article 3 - Union Security
Article 4 - Check-Off of Union Dues
Article 5 - Employer and Union Shall Acquaint New Employees
Article 6 - Employer's Rights
Article 7 - Employer/Union Relations
Article 8 - Grievances
Article 9 - Arbitration
Article 10 - Dismissal, Suspension, and Discipline
Article 11 - Seniority, except 11.5
Article 12 - Vacancy Postings, except 12.3
Article 14 - Hours of Work, except 14.4(a) and (d)
Article 15 - Overtime, except 15.6 and 15.8
Article 18 - Workers' Compensation, except 18.1
Article 21 - Safety and Health
Article 22 - Technological, Automation, and Other Changes
Article 23 - Contracting Out
Article 24 - Joint Labour/Management Committee
Article 25 - Payment of Wages and Allowances, except 25.2 and 25.3
Article 26 - General Conditions
Article 27 - Sexual Harassment
Article 30 - Term of Agreement
Appendix A - Wage Schedule

Casual employees shall be paid four percent (4%) of their straight time pay in lieu of all benefits.

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

(c) *Casual Employee Probationary Period*

- (1) Casual employees shall serve a probationary period of nine hundred (900) hours of work, or six (6) months, which first occurs. During the said probationary period, casual employees may be terminated for unsatisfactory service. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.
- (2) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to Article 12.3 of the Collective Agreement.
- (3) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period under Article 12.3, but will be required to complete the qualifying period under Article 12.4.

- RECOGNITION OF THE UNION

.1

The bargaining unit shall comprise all employees employed by Melissa Park Lodge, except those employees employed in the positions listed below:

- Administrator
- Director of Care
- Business Manager

.2 Bargaining Agent Recognition

The Employer recognizes the BC Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of any clause in this Agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

.4 No Other Agreement

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

.5 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 his/her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the **Human Rights Act of British Columbia**.

.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select one (1) steward and an alternate to represent the employees at each respective work site. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees; and
- (e) attending meetings called by management.

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

.7 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days' written notice for the purposes listed below. Such leave shall be subject to the Employer being able to find a replacement for the employee and subject to operational requirements. Such leave shall not be unreasonably withheld:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of British Columbia, provided the dispute involves the Employer; or
 - (4) to employees representing the Union in collective bargaining with the Employer.

This provision does not apply to employees who are hired by the Union for a period greater than six (6) months.

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

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

- (c) Leave of absence without loss of basic pay, and without loss of seniority, will be granted to a steward or alternate to perform his duties pursuant to Article 2.6 during the regular work day.

.8 Right to Refuse to Cross Picket Lines

(a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.

(b) 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.

.9 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

.10 Union Binder

The Employer will supply and place a binder for the use of the Union in each work area. The binders will contain Union material necessary to keep Union members informed. The placement of the binders is to be determined by mutual agreement. It will be the Union's responsibility to ensure that outdated material is removed on a regular basis.

.11 Union Insignia

(a) A Union member shall have the right to wear or display (on themselves) the recognized insignia of the Union.

(b) The recognized insignia of the Union shall include the designation "*BCGEU*".

- UNION SECURITY

.1

All employees in the bargaining unit (as defined by the Union's Certificate of Bargaining Authority) who, on September 18, 1992 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

.2

All employee hired on or after September 18, 1992 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

.3

Nothing in this Agreement shall be construed as requiring a person who was an employee prior to September 18, 1992 to become a member of the Union.

- CHECK-OFF OF UNION DUES

.1

The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions.

.2

The Employer shall deduct from the wages or salary of an employee who is a member of the Union, any general assessments levied in accordance with the Union Constitution and/or Bylaws.

.3

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

.4

All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made, and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

.5

Before the Employer is obliged to deduct any amount under sub-section 4.1 above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

.6

From the date of the signing of this Agreement, and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this Agreement.

.7

At the same time that Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.

.8

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's month wages or salary the amount of the regularly monthly dues payable to the Union by a member of the Union.

- EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

- EMPLOYER'S RIGHTS

.1

The Union agrees that the management, operation, and direction of its working forces, including the scheduling of employees, is vested solely with the Employer unless the Agreement otherwise specifies. All rights and functions of the Employer shall be retained by the Employer unless modified by the Collective Agreement.

.2

The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency.

.3

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of this Agreement.

- EMPLOYER/UNION RELATIONS

.1 Representation

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

.2 Union Bargaining Committee

A Union Bargaining Committee shall be elected and shall consist of a maximum of three (3) representatives of the bargaining unit together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 2.7, *"Unpaid Leave - Union Business"*.

.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to representatives of the Union when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representatives shall provide reasonable notice to the Administrator or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) Upon receipt of written request, the Employer may allow time on the agenda of any course, seminar, workshop, or staff meeting held by the Employer for a Staff Representative from the Union to speak.

.4 Technical Information

The Employer agrees to provide the Union such non-confidential information about Employee compensation matters that is available relating to employees in the bargaining unit, as may be reasonable required by the Union for collective bargaining purposes.

- GRIEVANCES

Pre-amble

Queries & Complaints

Before a grievance is filed, should an employee have a query or complaint about the Employer's operations or practices with respect to this Collective Agreement, the affected employee is to seek an answer with the appropriate Employer official. If the employee's concern cannot be resolved to their satisfaction, the employee should review the situation with their shop steward before proceeding to Step 1.

Nothing in this clause shall limit or nullify the employee's rights under Article 10.6 of this agreement.

.1 Grievance Procedure

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

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

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

.2 Step 1

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

.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.3, must do so not later than:

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

.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting this grievance to the designated supervisor through the Union steward.
- (b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply, in writing, to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

.6 Step 3

The President of the Union, or his/her designate, may present a grievance at Step 3 within:

- (a) fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) fourteen (14) days after the Employer's reply was due.

.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply, in writing, to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due.

.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Administrator or his/her designate presenting the grievance to the President of the Union or the Union Area Staff Representative.

.11 Time Limits

If the President of the Union, or his/her designate, an employee, or an Employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

.12 Deviation from Grievance Procedure

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

grievance through another channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

.13 Policy Grievances

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Program Manager, his/her designate, or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Program Manager, or his/her designate, commencing at Step 3 within the fourteen (14) days of the employee receiving notice of dismissal or suspension.

.15 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, S.F.D. Kelleher, Judi Korbin 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 (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

.16 Technical Objections

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to allow all necessary amendments to the grievance itself. The term "*technical error*" shall be restricted to errors in typing, improper or incorrect reference to Articles or facts as stated on the written grievance form.

- ARBITRATION

.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

.2 Appointment of Arbitrator

When a party has requested that a grievance be submitted to arbitration, within seven (7) days therefore, the parties shall select a single arbitrator.

.3 Failure to Appoint

If the parties fail to agree on an arbitrator, the appointment shall be made by the Ministry of Labour, at the request of either party.

.4 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding, and enforceable on the parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

.5 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to reconvene the parties to clarify the decision, which he/she shall make every effort to do within seven (7) days.

.6 Expenses of the Arbitrator

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

.7 Amending Time Limits

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

.8 Expedited Arbitration

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

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

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (b) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (c) As the process is intended to be informal, only employees of the B.C. Government Employees' Union or employees of the Health Employers Association of B.C. may present the grievance to the arbitrator.

- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (h) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of Vince Ready, Don R. Munroe, Judi Korbin, and Dalton Larson, or a substitute mutually agreed to by the parties.

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

- DISMISSAL, SUSPENSION AND DISCIPLINE

.1 Burden of Proof

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

.2 Dismissal and Suspension

The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend any employee for just cause. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended he/she shall be given the reason in writing. Dismissal or suspension shall only occur in the presence of his/her shop steward providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reasons for such dismissal or suspension.

A suspension of indefinite duration shall be considered a dismissal under 10.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as dismissal grievance.

.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or adverse employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request, any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been any further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

.4 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

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

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

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

.5 Personnel File

(a) An employee or the President of the Union or his/her designate, with the written authority of the employee, shall have a right of access to his/her personnel record at the Employer's premises upon giving three (3) days' notice to the Employer. Copies of all evaluations and/or disciplinary entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in his/her file, he/she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

.6 Right to Have Steward Present

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

(b) Where a supervisor intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion, providing that this does not result in an undue delay of the appropriate action being taken.

(c) The above provisions shall not apply to those discussions which are of an operational nature and do not involve the imposition of disciplinary action.

.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position.

.8 Right to Grieve

An employee who considers that he/she has been wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 8 of the Agreement.

.9 Probationary Employees

The Employer may reject a probationary employee for just cause. The test for just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this Agreement commencing at Step 3.

.10 Employee Investigations

The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer makes a decision relative to imposing discipline.

- SENIORITY

.1 Seniority Defined

- (a) *"Service Seniority"* shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on straight time paid hours since the most recent date of employment with the Employer, including service with the Employer prior to certification or recognition with the Union.
- (b) Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

.2 Seniority Lists

Seniority lists for regular employees shall be posted in the months of January and July. Seniority lists for casual employees shall be posted in the months of January, April, July, and October. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate and to the bargaining unit Chairperson. Such lists shall be open for correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

.3 Loss of Seniority

An employee shall not accrue seniority when on a voluntary leave of absence without pay (excluding WCB, sick leave, and maternity leave). An employee shall continue to accrue seniority if he/she is absent from work with pay. An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment in the event that:

- (a) he/she is discharged for just cause;

- (b) he/she voluntarily terminated his/her employment;
- (c) he/she abandons his/her position in accordance with Article 10.7;
- (d) he/she is on layoff for more than six (6) months. If said employee notifies the Employer, in writing, during the sixth month of layoff that he/she wishes to extend recall rights, these rights will be extended an additional six (6) months to a maximum of one (1) year.
- (e) He/she is on layoff and fails to report when recalled for work within seven (7) calendar days after being notified of recall by registered mail from the Employer to his/her last known address.

.4 Same Service Seniority Date

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

.5 Re-Employment

An employee who resigns his/her position and within sixty (60) calendar days is offered re-employment, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority, wage rates, and vacation leave.

An employee re-employed pursuant to the above shall be entitled to enrolment in the benefit plans outlined in Article 28 after completion of three (3) months of continuous employment following his/her re-employment.

- VACANCY POSTING, PROMOTIONS AND STAFF CHANGES

.1 Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. A one-time increase of five (5) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

- (b) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.

- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate or range.

- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two (2) months or less shall be filled with casual employees.

(e) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

(f) An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

(g) All postings and selections shall be done in the manner as set out in sub-section (b) preceding, and Article 12.2. following.

.2 Selection Criteria

The successful applicant will be determined on qualifications, knowledge, education, skills, experience, personal suitability, and seniority. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

.3 Probationary Period (Regular Employees)

It is understood that all new employees will be subject to a probationary period of nine hundred (900) hours' worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

.4 Trial Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of nine hundred (900) hours of work. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

.5 Applications from Employees

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

.6 Right to Grieve

Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion, or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 8 of this Agreement within seven (7) days of being notified of the results.

- LAYOFF AND RECALL

.1 Definition of Layoff

A Layoff shall occur when there is an overall reduction in the staff complement of the Employer by the elimination of position(s) or a reduction of the amount of work required to be done for the Employer by an

Employee. Employees being laid off shall be entitled to written notice pursuant to Article 13.2 (c) following.

.2 Layoff Procedure

In the event of a layoff, the following shall apply:

- (a) The employees shall be laid off by job category in reverse order of seniority.
- (b) Employees on layoff shall be recalled in order of seniority subject to ability to do the work available, pursuant to Article 12.2.
- (c) In the event of a permanent layoff, two weeks' notice will be given to an employee with less than three (3) years seniority, and three (3) weeks' notice will be given to an employee with more than three (3) years seniority.

.3 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

.4 Reorganization

- (a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of reorganization on the employees. The Employer shall consult with the Union and the effected employees before any proposed changes occur

.5 Pre-layoff Canvass

- (a) The Employer and the Union share the desire to avoid or defer the need to issue layoff notices to employees. Therefore, where the Employer identifies to the Union a need to proceed with layoff of employees, a pre-layoff canvass of all employees in which layoffs are to occur may be conducted in order to invite:
 - (1) applications for posting into an available regular position; and/or
 - (2) placement into a vacant position; and/or
 - (3) layoff.
- (b) Where an employee selects any of (1) - (3) above, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written pre-layoff canvass notice to the employees and to the Union.

ARTICLE 2

- HOURS OF WORK

.1 Continuous Operation

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

.6 Hours of Work

The hours of work of a regular full-time employee will normally be seven and one-half (7-1/2) hours per day, exclusive of an unpaid meal period, and an average of thirty-seven and one-half (37-1/2) hours per week.

.7 Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (1/2) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more. When an employee is unable to leave the worksite, he/she shall receive a one-half (1/2) hour lunch period with pay which is to be taken on the worksite, and the employee is to be available to perform duties if required.
- (c) It is understood that paid meal periods shall be paid at the employee's regular straight time rate of pay, and that the paid meal periods shall not be calculated to form part of an employee's annual hours of work.

.8 Scheduling Provisions

- (a) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts, except by mutual agreement between the Employer and the Union.
- (d) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.
- (e) Subject to Operational requirements Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours' advance notice in writing is given and there is no increase in cost to the Employer.

.9 Definition of Shifts and Shift Premiums

Identification of Shifts:

- (a) **day shift** - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (b) **afternoon shift** - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;

- (c) **night shift** - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

- **OVERTIME**

.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Article 14.2.
- (b) "*Straight time rate*" means the hourly rate of remuneration.

.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Program Manager or his/her designate.

.3 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

.4 Overtime for Part-Time Employees

- (a) A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.
- (b) A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.

.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1-1/2x) for the first three (3) hours of overtime on a regularly scheduled work day.
- (b) double time (2x) for each hour worked in excess of those in (a) above.

.6 Call Back

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

.7 Rest Interval

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

.8 Shift Exchanges

In no event shall any overtime be payable as a result of employees who voluntarily exchange shifts, pursuant to Article 14.4 (e).

.9 Sharing of Overtime

The Employer agrees to make every effort to allocate overtime equitably among the employees who work at any one facility.

.10 Overtime Meal/Allowance

(a) An employee who is required to work a minimum of two and one-half (2-1/2) hours overtime immediately before or after his/her regularly scheduled hours of work shall, at the Employer's option, be provided with a meal at the Employer's expense.

(b) Where the Employer determines that an employee cannot take his/her overtime meal period of thirty (30) minutes away from the work area, the meal period shall be considered additional time worked and compensated at the applicable overtime rates.

.11 No Reduction of Hours to Compensate for Overtime

Employees shall not be required to work fewer hours than regularly scheduled to equalize any overtime worked.

- STATUTORY HOLIDAYS

.1 Paid Holidays

The following have been designated as paid holidays:

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

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

.2 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the employee shall be entitled to an additional day's pay, prorated for part time employees, but shall not have another day off in lieu of the holiday.

.3 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1-1/2x) and receive an additional day's pay, prorated for part-time employees, but will not have another day off in lieu of the holiday.

.4 Holiday Coinciding with a Day of Vacation

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

.5 Proration of Holiday Pay

Holiday pay for eligible regular part-time employees shall be prorated on the following basis and shall be exclusive of overtime and premiums for the days worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.

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.6 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he/she shall receive pay for the holiday at the higher rate of pay.

.7 Christmas Day or New Year's Day Off

The Employer agrees to make every reasonable effort subject to operational requirements to ensure that regular employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

.8 Qualifying for Holiday

Regular employees who work the day before and the day after a paid holiday, or who have worked fifteen (15) of the previous thirty (30) working days shall be compensated for the holiday.

- VACATIONS

.1 Entitlement

Regular full-time employees shall be credited for and granted vacations earned up to January 1st each year, on the following basis:

Less than 12 months continuous service as of January 1st	.083 days per month of service to a maximum of ten (10) work days
After one (1) year of continuous service	ten (10) work days

Effective April 1, 1997

Less than 12 months continuous service as of January 1st	1.25 days per month of service to a maximum of fifteen (15) work days
After one (1) year of continuous service	fifteen (15) work days
Five years of continuous service	nineteen (19) work days

Regular part-time employees will be entitled to annual vacation on a pro rata basis.

Payment for vacations will be made at the employee's basic rate of pay.

.2 Vacation Earnings for Partial Year

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque.

.3 Vacation Carryover

Vacations will not accumulate from year to year and all vacations must be taken by the end of the applicable year.

.4 Vacation Scheduling

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

.5 Vacation Pay

Upon receipt of thirty (30) days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken.

.6 New Employees

A regular employee earns, but is not entitled to receive, vacation leave during the first six (6) months of continuous service. Vacation entitlement will be taken or paid out on December 31st, in the first partial year of continuous service.

.7 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work.

.8 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

.9 Prime Time Vacation Period

Subject to the provisions of this Article, it is the intent of the parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period of April 15th to October 15th inclusive.

The Employer has the right to limit the number of vacation requests approved during the period December 15th through January 15th inclusive.

.10 Vacation Schedule Changes

Vacation schedules approved by the Employer shall not be changed, other than in cases of emergency, and then, only where such change is mutually agreed to by the employee and the Employer.

.11 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if required by the employee and is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

- WORKERS' COMPENSATION

.1 Benefits While on Compensation

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being on unpaid leave of absence.

.2 Employee to Contact Employer

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

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

- OTHER LEAVE

.1 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office.

.2 Unpaid Leave

(a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made, in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.

(b) Leave of absence will not be granted where the employee has unused unscheduled vacation.

(c) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

(d) The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums of the Employer in accordance with the procedures established by the Employer.

In the event that the employee does not remit the required payments, all benefit coverage under Article 28 will be terminated.

.3 Course Leave

(a) An employee shall be granted leave without loss of pay, at his/her basic rate of pay, to take courses at the written request of the Employer. The amount of pay received by an employee shall not exceed seven and one-half (7-1/2) hours on any given day.

When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

Should the employee noted above terminate his/her employment for any reason during the six (6) month period following completion of the above-noted course, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e., tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

(b) Subject to operational requirements, an employee may be granted leave without pay to take work-related courses in which the employee wishes to enrol.

.4 Leave for Writing Examinations

Leave of absence without loss of pay shall be granted to allow employees time to write examinations for courses approved by the Employer. This provision does not apply where leave to take the course has been granted without pay.

.5 Compassionate Leave

Compassionate leave of absence with pay for up to three (3) consecutive work days will be granted by the Employer upon request by a regular employee in the event of the death of a spouse (including common-law), son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, or grandparent.

Up to two (2) additional days without pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer.

In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to compassionate leave for one (1) day for the purpose of attending the funeral.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacation.

When compassionate leave of absence is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when the employee is on an unpaid leave of absence.

- MATERNITY AND ADOPTION LEAVE

.1 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the **Unemployment Insurance Act**, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the **Unemployment Insurance Act** or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay.

Leave of absence for maternity may be taken for a period not to exceed thirty (30) weeks. For the first (1st) twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of an eighteen (18) week period, i.e., eighteen (18) weeks less twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the **Employment Standards Act**. The balance of a maternity leave shall be without pay or benefits. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 20.4(c).

.2 Adoption Leave

Upon request and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child.

The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of adoption leave of absence without pay and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

- SAFETY AND HEALTH

.1 Safety Committee

A Safety and Health Committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- (a) two (2) representatives appointed by the Employer; and
- (b) two (2) representatives or their alternate(s) as appointed by the Union.

The Union representatives shall be employees of the Employer.

.2 Committee Responsibilities

The Safety and Health Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. Minutes of all Safety and Health Committee Meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union designate.

.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of their shift at his/her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

.4 Transportation

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

.5 Lieu Time to Attend Meetings

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

.6 Investigation of Accidents

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.

.7 Unsafe Work Conditions

No employee shall be disciplined for exercising their rights under Article 8.24 (or any successor provisions) of the WCB Industrial Health and Safety Regulations.

.8 Workplace Aggression

- (a) The Employer and the bargaining unit agree to cooperate in sharing information on the most appropriate behavioral strategies, communication techniques and intervention methodologies to deal with aggressive clients.
- (b) Employees who, in the course of their duties, may be exposed to aggressive conduct shall receive such appropriate training and/or instruction that may be available in recognizing and handling such episodes.
- (c) The Employer shall provide the employee with pertinent information relative to the potential for experiencing physical aggression.
- (d) Immediate debriefing and post traumatic counselling for individuals who have been physically assaulted will be made available to employees.
- (e) Where repeated incidents of physical aggression occur, the Occupational Health & Safety Committee, after review of the circumstances, may request a review by the Employer.

.9 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

- TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

This Article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the community care field.

The purpose of the following provisions is to preserve job security and stabilize employment, and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which he/she is employed.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 13 - Layoff and Recall.

- 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.

- JOINT LABOUR/MANAGEMENT COMMITTEE

.1

In recognition of the mutual benefits of ongoing consultations and open communications between the employee and the Employer, the Union and the Employer agree to continue to conduct Labour/Management Committee Meetings.

.2

The Committee shall consist of equal numbers of the Union and Employer representatives, with a minimum of two (2) representatives from each party. One (1) of the Union representatives shall be the President or designate.

.3

The parties agree that the Committee shall be guided by the following:

- (a) The Labour/Management Committee is intended as an open forum wherein matters of mutual concern and benefit can be freely and candidly discussed. Items may be put on the agenda by either party upon written notification to the other party prior to each meeting.
- (b) The parties understand and agree that the Labour/Management Committee is not intended to serve as a supplement or an alternative to the grievance/arbitration process, nor to interfere with or attempt to renegotiate any provisions of the Agreement between the parties.
- (c) Meetings of the Labour/Management Committee will be held at the request of either party as soon as is possible following the request to meet.

- (d) Employees shall not suffer any loss of basic pay for time spent attending Labour/Management Committee Meetings.

- **PAYMENT OF WAGES**

.1 Pay Days

- (a) Employees shall be paid on the fifteenth (15th) and last day of each month.

.2 Relieving in Higher Rated Positions

Where the Employer temporarily assigns an employee to the duties of supervisory personnel outside the bargaining unit, for one (1) shift or more, the employee shall receive ten (10) percent above his/her current rate of pay.

.3 Pay on Temporary Assignment

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

.4 Rates of Pay

- (a) Employees shall be paid in accordance with rates of pay negotiated by the parties to this Agreement. The applicable rates of pay are recorded in Appendix A of this Agreement.
- (b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.

.5 Vehicle Allowance

- (a) A vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) Vehicle allowance shall be paid only on submission of the approved travel form signed by the employee and approved by his/her supervisor.
- (c) Where an employee uses his/her automobile on the Employer's business, the employee must conform to the regulations of the Insurance Corporation of British Columbia and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class on submission of the approved form documenting the premium difference. Before any employee insures his/her vehicle for business use, the employee must first secure permission to do so from the Employer.
- (e) The vehicle allowance shall be twenty-eight cents (28¢) per kilometre.

- **GENERAL CONDITIONS**

.1 Indemnity

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

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

.2 Employer Property

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

.3 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall photocopy and distribute sufficient copies of the Agreement for distribution to employees on staff.

.4 Volunteers and Bargaining Unit Work

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

.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of seventy-five dollars (\$75.00), the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable and authorized for use while on duty.

.6 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish all equipment, machinery, and supplies required by employees in the performance of their duties.

- HARASSMENT

- (a) (1) The Union and the Employer recognize the right of the employees to work in an environment free from harassment. The Employer agrees to take all reasonable steps to protect its employees from harassment by other employees, staff, clients and/or the general public. The Employer undertakes to discipline any person employed by the Employer who is found to have engaged in harassment.

(1) An employee may contact the appropriate Employer representative, or a Union official, to discuss the resolution of a concern arising from alleged harassment prior to the submission of a formal complaint.

(2) The Union or the Employer, as the case may be, will notify the other party within three (3) days of any complaint received under this clause.

(3) Formal complaints of any alleged harassment must be submitted in writing to the Employer as soon as possible but in any case not later than forty-five (45) days after the latest alleged occurrence.

(4) Investigations conducted by the Employer pursuant to sub-section (4) shall be done with the utmost discretion and confidentiality. The Union shall be apprised, in confidence, of the resulting facts of any such investigation and the action proposed by the Employer to be taken to remedy the situation.

(5) For harassment complaints of a sexual and/or sensitive nature, the Union and the appropriate Employer representative may, by mutual agreement, appoint a single investigator. An investigator will be appointed within five (5) days thereafter. The investigator will conduct an investigation and submit a report on the facts to the Employer within fifteen (15) days of being appointed, which results will then be communicated by the Employer, in confidence, to the Union.

(b) Sexual harassment means engaging in conduct of a sexual nature that is uninvited and is known or ought reasonably to be known to be unwelcome and objectionable to the complainant, and shall be defined as:

- (1) sexual assault;
- (2) sexually suggestive remarks, compromising invitations, or demands for sexual favours;
- (3) inappropriate or unwanted touching;
- (4) repeated or persistent leering at a person's body;
- (5) use of sexually objectionable visual or written materials.

(b) Personal harassment means engaging in the use of words, gestures, actions or visual displays which are known or ought reasonably to be known to be abusive or offensive to another person, and shall be defined as:

- (1) verbal abuse, threats, insults, taunts, or challenges in a manner likely to provoke a violent response or disorderly outburst;
- (2) unsolicited and unwelcome remarks, jokes, innuendo or flagrant disrespect toward a person's body, attire, age, marital status, ethnic origin, religion, social culture, or sexual orientation;
- (3) uninvited practical jokes which embarrass;
- (4) unsought telephone calls or calls which serve no legitimate work related purpose;
- (5) communications in language knowingly coarse, profane and/or provocative and offensive.

- (c) In cases where allegations of harassment involve another employee, the employee claiming to be harassed has the right to discontinue contact with the alleged offender, pending determination of the complaint. In cases where a complaint results in the transfer of an employee, where possible it shall be the alleged offender who is transferred, subject to sub-section (h)(3) following. The complainant will not be transferred against his/her will.
- (d) Where the complaint is determined to be of a vexatious, vindictive or mischievous nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.
- (e) Where a complainant is dissatisfied with the actions of the Employer under sub-section (a) or (d) preceding, the employee may initiate a grievance under this clause, pursuant to Article 8 of this Collective Agreement. Such grievance shall be initiated at Step 2 of the grievance procedure.
- (f) Should a grievance filed under the preceding section involve an Employer representative who normally processes grievances at Step 2, the grievor shall file the grievance with a senior representative of the Employer instead, or if the alleged offender is the Employer, with the Board of Directors. Grievances filed under this clause will be treated in strict confidence by both the Union and the Employer.
- (g) All alleged offenders under this clause shall be entitled:
- (1) to be given notice of the substance of a complaint under this clause;
 - (2) to be given notice of and to attend, participate in, and be represented at any hearing which is held as a result of a complaint under this clause; and
 - (3) to have their workplace circumstances dealt with on a "without prejudice" basis pending determination of the facts of the case following completion of the investigation.
- (h) An arbitrator, hearing a grievance under this clause, shall have the authority to:
- (1) dismiss the grievance;
 - (2) determine the appropriate level of discipline, and/or remedy; and/or
 - (3) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- (i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the arbitrator.
- (j) Harassment does not include legitimate attempts by the Employer, in good faith:
- (1) to address workplace performance deficiencies and/or;
 - (2) to exercise the Employer's managerial supervisory rights and responsibilities.
- (k) The parties agree that all complaints of harassment will be dealt with exclusively pursuant to this clause. This clause does not imply that a person may not take action under the Human Rights Act.

.1 Medical Plan *(effective August 1, 1995)*

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

.2 Dental Plan *(effective April 1, 1996)*

- (a) Eligible employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A).
- (b) The dental plan shall cover employees, their spouses, and dependent children provided they are not enrolled in another plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.

.3 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular full-time and regular part-time employees who work fifteen (15) or more hours per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period. Post-probationary casual employees who successfully bid into a regular position shall be eligible for coverage the first of the calendar month following their appointment to a regular position.

- SICK LEAVE

.1 Sick Leave Entitlement

Regular employees who have completed the probationary period will accumulate sick leave credits on the basis of one-half (½) day for each full-time equivalent month of service, cumulative to a maximum of forty-five (45) days per year. This benefit shall apply to regular part-time employees on a pro rata basis.

- (a) Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.
- (b) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost due to sickness.
- (c) Where it appears that an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation.
- (d) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from the accumulated sick leave credits. The Employer may require an employee to substantiate a claim for sick leave payment.

.2 Employee to Inform Employer

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

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

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.

It is agreed that longer notice is required for absences in excess of thirty (30) consecutive calendar days.

.3 Expiration of Sick Leave Credits

The Employer shall inform employees, in writing, when their sick leave credits expire. At the expiration of paid sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 19.2. If the employee is not fit to return to his/her previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

Benefits will continue to apply only for the first twenty (20) work shifts following the expiration of the sick leave credits.

Employees who wish to continue coverage under Article 28 may do so provided the employee pays, in advance, the monthly costs of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

In the event that the employee does not remit the required payments, all benefit coverage under Article 28 will be terminated.

.4 Probationary Period

During the probationary period, an employee is not entitled to paid sick leave. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

.5 Third Party Coverage

In the event that an employee is absent from duty because of illness or injury in respect of which wage-loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement.

The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

- TERM OF AGREEMENT

.1 Duration

This Agreement shall be binding and remain in effect until midnight March 31, 1998.

.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 December 31, 1997, but in any event, no later than midnight on January 31, 1998.

(b) Where no notice is given by either party prior to January 31, 1998 both parties shall be deemed to have been given notice under this section on January 31, 1998.

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

.3 Change in Agreement

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

.4 Agreement to Continue in Force

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

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

.5 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of ratification, unless otherwise specified in the Memorandum of Agreement - Effective Dates, or the body of the Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

R. Wong, Owner

Judy Minett, Bargaining Committee Chair

Daryl Barnett, Staff Representative

Dated this _____ day of _____, 19 _____.

APPENDIX A
WAGE SCHEDULE

Classification	Sept 18/92	Apr 1/93	Apr 1/94	Apr 1/95	Apr 1/96	Apr 1/97
RN/RPN	17.86	18.40	18.62	18.84	19.07	19.30
Activity Coordinator	12.50	12.88	13.14	13.40	13.65	14.26
Head Cook	11.65	12.00	12.24	12.48	12.71	13.28
MHW/AW/ MHW (Cook) MHW (Housekeeping)	11.15	11.48	11.71	11.94	12.16	12.70

MEMORANDUM OF AGREEMENT NO. 1

Re: Effective Dates

Subject to the express terms of the Collective Agreement, the parties hereby agree that the effective dates of the Proposed Terms of Settlement are as follows:

ARTICLE	EFFECTIVE DATE:
4.3 - Check-off of Union Dues	1st pay period after date of ratification
11.2 - Seniority Lists	First list to be posted thirty calendar days following date of signing.
26.1 - Paid Holidays	Effective date of ratification
28.1 - Medical Plan	First day of the calendar month following ratification.
28.2 - Dental Plan	Effective April 1, 1996
29.1 - Sick Leave Entitlement	First pay period following date of ratification.
Wages	As per the wage schedule Appendix A.

The agreed-to date of ratification is July 14, 1995.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

R. Wong, Owner

Judy Minett, Bargaining Committee Chair

Daryl Barnett, Staff Representative

Dated this _____ day of _____, 19 ____.

MEMORANDUM OF AGREEMENT NO. 2**RE: PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK****Casual Employee Work Assignment**

- (a) Casual employees will be called to work in order of seniority.

A casual employee shall be entitled to register for work at the facility where he/she has the qualifications to perform the duties of the position.

- (b) The manner in which casual employees shall be called to work shall be as follows:

(1) One call - eight (8) rings. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.

(2) Casual employees have the right of refusal on two (2) calls during any two (2) weeks posted work schedule after which the Employer is not obligated to call them for the remainder of that particular two (2) week period.

(3) Casual employees have the right of refusal on five (5) calls during any six (6) month period. On the sixth refusal, their seniority shall drop to one (1) hour.

(4) If a casual employee's seniority drops to one (1) hour three (3) times, then on the third occasion he/she will be dropped off the Casual List and be deemed to have terminated his/her employment.

(5) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.

(b) Regular part-time employees may register for casual work in writing under this Appendix specifying days of availability and shall be called into work in accordance with the provisions of item (a) above. Hours worked by regular part-time employees under this section shall be credited to the employee in the accumulation of benefits. While the procedures for calling regular part-time employees to casual work under item (c) of the Memorandum shall apply, the penalties for declining work shall not apply.

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

(c) Casual and regular part-time employees registered for casual work shall notify the Employer one (1) month in advance of the dates and times which they will be available to work in the upcoming month.

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

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

(d) Casual employees who have made themselves unavailable for work for a ninety (90) calendar day period, or an accumulation of ninety (90) calendar days, in any twelve (12) calendar month period, shall be dropped off the Casual List and be deemed to have terminated his/her employment.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

R. Wong, Owner

Judy Minett, Bargaining Committee Chair

Daryl Barnett, Staff Representative

Dated this _____ day of _____, 19 _____.

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