

COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLES**

April 1, 2007 to March 31, 2010

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DEFINITIONS

1. The Employer means "The Salvation Army Cordula and Gunter Paetzold Rehabilitation Centre/Valley of Miracles".
2. "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union".
3. "Common-law spouse" is defined as two (2) people who have co-habitated as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following Articles of the Agreement:

Article 7.04	Compassionate Leave
Article 11.09	Health and Welfare Benefits

4. Job description means position description

PREAMBLE

The Union and the Employer recognize that their workplace is the client's home and a place to meet the holistic needs of clients and the community. They recognize the right of clients to uninterrupted skilful and efficient service, and to privacy and dignity. They recognize the right of employees and the Employer to be treated fairly and with respect. They agree that it is important to maintain harmonious relations in the workplace.

This collective agreement is intended to help fulfill these principles. It describes the rights and obligations of the Employer, and of the Union and its members who are employed by the Employer. It provides tools for the orderly and expeditious resolution of issues that arise, concerning those rights and obligations.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded: (1) by mutual agreement between the Parties, or (2) by virtue of a decision of the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart of the department or program where the position is or is to be located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within thirty (30) days of the notification either Party may refer the matter to the Labour Relations Board for a final and binding determination.

1.02 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

1.03 Correspondence And Directives

The Employer shall forward to the applicable Union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement;
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

1.04 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 may conflict with the terms of this Agreement.

1.05 Union shop

Employees in the Bargaining Unit who were employed by the Employer and were not members of the Union prior to the date of certification by the Union, shall have the option of:

- (a) applying for membership in the Union, which membership they shall maintain;
- (b) not applying for membership in the Union but, as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union dues and assessments and shall be deemed to have made an irrevocable assignment under Article 1.05.

All other employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the bargaining unit, including newly hired employees, shall become members of the Union within thirty (30) days after their initial date of employment in the Bargaining Unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to Union dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the union of non-compliance of either of the above, the Employer shall

terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to Article 1.05, the following provisions shall not be applicable to the employee:

Grievance Procedure Article 4.03

Dismissal/Suspension for Alleged Cause - Article 4.06

Definition of Employee Status

(1) **Regular Full-time Employee**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to benefits outlined in this Collective Agreement.

(2) **Regular Part-Time Employee**

Regular part-time employee means an employee who is appointed to a regularly scheduled position but works less than full-time. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement, subject only to the Part-Time Employees Addendum.

(3) **Casual Employee**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees shall accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Casual Employees Addendum.

(4) **Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.03 Grievance Procedure.

1.06 Union Check-off and Induction

- (a) The Employer agrees to the monthly check-off of all Union dues, assessments, initiation fees and written assignments of amounts equal to Union dues, provided there are sufficient wages owing an employee to cover the deductions.

The Employer shall provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.
- (b) Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the month of deductions and, as a condition of continued employment, employees shall sign a wage assignment covering such deductions.
- (c) The Employer shall provide the Union's Provincial Office with a list of all employees hired and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the Bargaining Unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such list shall be forwarded along with the deductions as above.
- (d) The Employer agrees to provide to all new employees whose jobs are in the bargaining unit the necessary documentation supplied by the union for union membership.
- (e) The above information shall be provided by hard copy.
- (f) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T4 slip was provided). The T4 slips shall be mailed or delivered to employees prior to March 1st of the year following each taxation year, or as per Canada Customs and Revenue Agency guidelines.
- (g) Twice every calendar year, the Employer shall provide to both an employee designated by the Union and the Secretary-business Manager of the Union (in care of the applicable Hospital Employee's Union Regional Office) a list of all employees in the bargaining unit, their job titles, addresses and their telephone

numbers Implementation shall be six (6) months following the signing of the Collective Agreement.

- (h) 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, department and work hours of the new employee's steward. 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 a maximum of thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and securities of Union membership and the employee's responsibilities and obligations to the Employer and the Union.
- (i) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a minimum of fourteen days' notice period to implement any change.
- (j) Any change to the amount deducted, including assessment, shall coincide with the beginning of the Employer's payroll period.

1.07

Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select two (2) stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward shall obtain permission of his/her immediate supervisor or designate, before leaving work to perform duties as a steward as outlined in (d). Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming duties, the steward shall notify the supervisor.
- (d) The duties of the stewards shall include: (1) investigation of complaints of an emergent nature, (2) investigation of grievances

and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure, (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer, (4) attending meetings at the request of the Employer.

1.08 Human Rights Code

The Employer and Union subscribe to the principles of the Human Rights Code of British Columbia as amended from time to time.

1.09 No Discrimination for Union Activity and No Harassment

- (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership in the Union.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- (c) The Employer agrees to take appropriate action (such as training, education, discipline) where such harassment is found to exist.
- (d) Harassment is defined as actions that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work-related purpose, towards an individual or individuals by the employees of the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia, including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment. The Employer acknowledges that this definition supersedes the definition included in its internal policy, and that any changes to this definition must be mutually agreed upon by the parties to this agreement.
- (e) The parties agree that employees complaining of harassment shall have the right to pursue the matter initially in the following manner:
 - (1) through a formal grievance as per Article 4.03,

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- (2) through a formal complaint under the Employer's Personnel Policy on Employment-Related Harassment,
 - (3) through a formal complaint filed externally with the Human Rights Commission of British Columbia,
 - (4) through mediation services provided by the BC Labour Relations Board.

The parties agree that where option 4 is pursued, the Labour Relations Board will be requested to appoint an officer of the same sex (upon the complainant's request) to:

- (i) investigate the complaint,
- (ii) determine the nature of the complaint and
- (iii) make written recommendations to resolve the complaint. The Associate Chair shall appoint an officer to investigate the complaint as soon as possible. If the Board advises that it will not appoint an officer to investigate the complaint within ten (10) working days, then the parties will meet immediately to discuss alternatives.

The parties further agree that where the initial resolution process is not satisfactory to the complainant, he/she shall have the right to pursue the complaint further under the alternate processes identified above or under the Complaints Investigation process outlined in Article 1.09(j).

- (f) The definition of sexual harassment under the policy is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.
- (g) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client contact, provided the acts are committed within the course of the employment relationship.
- (h) The Employer agrees to maintain and enforce The Salvation Army's Territorial Personnel Policy on Employment-Related Harassment. The Employer agrees to consult with the Union before any national Salvation Army policy changes are implemented at Paetzold Centre.

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- (i) It is agreed that any investigation handled under the Employer's Policy shall be jointly conducted by an Employer representative and a Union representative.
 - (j) When an employee complains of harassment and such complaint has not been resolved to the satisfaction of the employee through the avenue/s pursued by the employee under 1.09(e), the complaint will be referred to Hanne Jensen (Complaints Investigator) who will:
 - (1) investigate the complaint,
 - (2) determine the nature of the complaint, and
 - (3) make written recommendations to resolve the complaint within fourteen (14) days.

The Union and the Employer agree to share the cost of the Complaints Investigator.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Direction of Work Force

The management of the Employer's business in compliance with its organizational Mission Statements, and the direction of the workforce including the hiring, firing, disciplining, scheduling, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules and policies as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution through circular letters or memorandums, provided such rules and policies are not in conflict with this Agreement.

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

2.02 New And Changed Positions

Job Descriptions and Notifications

- (a) The Employer shall draw up job descriptions for all jobs in the Bargaining Unit and present them to the Union Secretary-Business

Manager, and/or designate, and an employee designated by the Union and the Local Chairperson, within ninety (90) days of ratification of this collective agreement.

- (b) When a new or substantially altered position covered by this Agreement is introduced the wage rate, classification and job description shall be given to the Union.
- (c) The job description presented to the Union shall become the recognized job description unless written notice of objection is given by the Union within sixty (60) calendar days of receipt.
- (d) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
 - (1) the procedure whereby the job shall be established has been followed,
 - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job,
 - (3) the job is properly remunerated in relation to the existing wage schedules, and
 - (4) any qualifications established for the job are relevant and reasonable.
- (e) If the classification and/or wage rate established by the Employer for the position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established or modified.

ARTICLE 3 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

3.01 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change, when his/her service 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 site in which he/she is employed.

3.02 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with their seniority, provided the employee possesses the ability (by way of credentials/qualifications) to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability (by way of credentials/qualifications).

Bumping rights must be exercised within ten (10) working days of notification of layoff by providing written notice to the Employer.

The Employer shall provide in writing to any affected employee, a list of all employees less senior and will include those employees' job titles, departments, and seniority hours. This shall be provided to the employee with their notice of lay-off/displacement.

3.03 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, including change in service delivery, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 6.06.

3.04 Job Training

The Employer and Union, pursuant to Article 4, shall meet for the following purposes:

- (1) for planning training programs for those employees affected by technological change;
- (2) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those employees affected by new methods of operation;
- (4) for planning training programs in the area of general skill upgrading.

Whenever necessary, the Parties shall seek the assistance of external training resources such as Human Resources Skills and Development Canada and the Provincial Ministry of Human Resources, or other recognized training institutions.

ARTICLE 4 – DISCUSSION OF DIFFERENCES

4.01 Union/Management Meetings

- (a) Each party will appoint three (3) representatives to participate in Union/Management Meetings, and each party will designate one(1) Representative as its Chairperson. The Union's representatives will comprise the Secretary-Business/Manager or his/her designate and two (2) employees from the bargaining unit.
- (b) The individual parties may meet independently to prepare for the Union/Management Meetings, and shall have the right to caucus during Meetings.
- (c) The parties shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent preparing for or attending meetings during regular work hours. Every effort shall be made to schedule meetings during regular work hours.
- (d) The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under (c).
- (e) The purpose of the Union/Management Meetings will be to: (1) review matters relating to the maintenance of good relations between the parties, (2) correct conditions causing misunderstandings, (3) deal with matters that are referred to these meetings, and (4) review grievances which have reached Step 3 in the grievance procedure for the purpose of seeking resolution.
- (f) Where agreement is reached in regard to the appropriate resolution of any matter, both parties will be bound by the decisions reached at the Union/Management Meetings.
- (g) Minutes of the Union/Management Meetings will be transcribed by the Alternating Chairs and distributed to all participants.

4.02 **Conduct of Grievance Procedure**

(a) **Union and Employer Representation**

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

(b) **Right to Have Steward Present**

- (1) Where the Employer designate(s) intend to interview an employee for disciplinary purposes, the Employer designate/s must notify the employee in advance of the purpose of the interview and of the employee's right to have a Steward present, in order that the employee can exercise his/her right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (2) Where the Employer designate(s) intend to interview a Steward for disciplinary purposes, the Steward shall have the right to consult with a Union Staff Representative and to have the alternate present, providing that this does not result in undue delay of the appropriate action being taken.
- (3) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (4) No Shop Steward, local Union representative, or employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Employee – Shop Steward or local Union representative discussions as outlined in Articles 1.07, 4.01 shall take place where client care is not affected. Permission shall not be unreasonably withheld. Shop Stewards or local Union representatives shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or local Union representative's hours of work. On resuming normal duties, the steward shall notify the Supervisor.

(c) **Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. 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. Any such document, other than official evaluation reports, 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 a 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 of at the time of filing or within a reasonable period thereafter.

d) **Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in one of two (2) places, one indicating that the employee has read and accepts the evaluation and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one (1) of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee and any such changes shall be subject to the grievance procedure.

(e) **Personnel File**

An employee, or the Secretary-Business Manager of the Union, or his/her designated representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, at the worksite, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference. The Employer has the right to have an Employer representative in attendance at the time the file is viewed. Copies

may be made of any document in the file, but no documents may be permanently removed from the file at the time of viewing.

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days notice prior to examining the file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other Employers) and/or for the purposes of the proper application of this Agreement.

(f) **Union Representatives**

(i) The Union shall inform the Employer with reasonable notice (normally 24 hours unless an urgent situation) when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business, and shall indicate the anticipated duration of the visit. Such visits will not interrupt the operation of the site.

(ii) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union Representatives or Stewards temporary use of an available confidential location.

4.03

Grievance Procedure

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

(1) 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

(2) the dismissal, discipline, or suspension of an employee bound by this Agreement.

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

(c) Where the aggrieved employee is a Steward, he/she shall not, where possible, act as a steward in respect of his/her own

grievance but shall submit the grievance through the alternate or the Union Staff Representative.

4.04 In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedure:

(a) **STEP 1**

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute. The individual employee, with or without his/her Shop Steward or Union Representative (at the employee's option), shall first discuss the matter with his/her immediate supervisor or alternate within seven (7) days of the occurrence of the grievance or knowledge of the grievance. If the grievance is not settled at this step, it may be presented in writing at Step 2.

(b) **STEP 2**

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed, not later than twenty-eight (28) days after the date: (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance, (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

Subject to the above time limits, the employee may present a grievance at this level by; (a) recording the grievance on the appropriate grievance form (supplied by the Union), setting out the nature of the grievance and the circumstances from which it arose, (b) stating the Article(s) or Clause/s of the Agreement infringed or alleged to have been violated, and (c) transmitting the grievance, which has been signed by both the Employee and the Shop Steward or Union Representative, to his/her immediate supervisor.

Failing a satisfactory settlement at this stage, then prior to meeting at Step 3, each Party shall provide to the other a statement of facts and copies of all relevant documents.

(c) **Time Limit To Reply At Step 2**

(1) Within fourteen (14) days of receiving the grievance at Step 2, the Union Steward and the Supervisor shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

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- (2) The Supervisor shall reply in writing to an employee's grievance within seven (7) days of the above-noted meeting with the Union Steward, or if the meeting is waived, within seven (7) days of the date the Parties agree to waive the meeting.

(d) **STEP 3**

The Secretary-Business Manager or his/her representative, with or without the Union Representative may present, or meet with the Executive Director (or designate) to discuss, a grievance and the proposed remedy at Step 3:

- (1) within twenty-eight (28) days after the Step 2 decision has been conveyed to him/her by the Supervisor; or
- (2) within twenty-eight (28) days after the Supervisor's reply was due.

(e) **Time Limit To Reply At Step 3**

The Executive Director (or designate) shall respond in writing to the Union within twenty-eight (28) days of receipt of the grievance at Step 3.

(f) **Amending Time Limits**

The time limits in this grievance procedure may be altered only by written mutual consent of the Parties. Such consent shall not be unreasonably withheld.

(g) **Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

4.05 Time Limit To Submit To Arbitration

If at Step 3 of the above procedure more than six (6) weeks passes before proceeding to arbitration, either Party may enquire, in writing, by registered letter, as to the status of such grievance. If within fourteen (14) days of receipt of such letter, the Employer or the Union has not referred the grievance to arbitration, the grievance will be deemed to be abandoned.

4.06 Dismissal Or Suspension Grievances

- (a) Employees dismissed or suspended for alleged cause shall have the right within seven (7) days after the date of dismissal or suspension to process a grievance directly to the Union Secretary-Business Manager or his/her designated representative.
- (b) Within fourteen (14) calendar days after the date of dismissal or suspension, the Union Secretary-Business Manager or his/her designated representative shall meet with the Executive Director or his/her designated representative, to effect a resolution of the grievance. The decision of the Executive Director or his/her designated representative shall be forwarded to the Union's Secretary-Business Manager or his/her designated representative, within seven (7) calendar days of the meeting.
- (c) If within seven (7) calendar days following the meeting in (b) above there is no resolution of the said grievance, the Grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 5.02.
- (d) The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment. The arbitrator shall hear and determine the dispute and issue a verbal or written decision within seven (7) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the Parties. Upon receipt of the decision, either Party may request written reasons for the decision. The Parties agree that the time limits for appeal under the Labour Code of British Columbia will commence with the issuance of the written reasons of the decision.
- (e) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.02.
- (f) The Parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one (1) of the arbitrators listed in Article 5.02.

4.07 Policy Grievances

- (a) Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Executive Director (or designate) or the Union within sixty (60) days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to expedited arbitration or arbitration.
- (b) Grievances of a general nature may be initiated by a member of either party in Step 2 of the grievance procedure.

4.08 Reinstatement

If, prior to the constitution of an Arbitration Board pursuant to Article 5, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid-off, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff discipline or discharge had not taken place, or upon such other basis as the parties may agree.

4.09 Right To Refuse To Cross Picket Lines

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

4.10 Expedited Arbitration

- (1) Representative/s of the employer and the Secretary-Business Manager of the Union, or his/her designate and local union representative/s shall meet as often as is required, to review outstanding grievances to determine, by mutual agreement those grievances suitable for expedited arbitration.
- (2) A list of expedited arbitrators shall be maintained by the Employer/HEU from which expedited arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below:

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- a. Colin Taylor
 - b. Heather Laing
 - c. Judi Korbin
 - d. Allan Hope

The Parties, by mutual agreement, may amend the list of expedited arbitrators at any time.

- (3) Those grievances agreed by both parties to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and may be scheduled monthly or as otherwise mutually agreed to by the parties.
- (4) The location of the hearing is to be agreed to by the parties.
- (5) As the process is intended to be informal, lawyers shall not be used to represent either party.
- (6) The parties shall make every effort to make use of an agreed to statement of facts.
- (7) 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.
- (8) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (9) Where meditation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (10) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (11) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (12) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

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- (13) The Parties shall equally share the cost of the fees and expenses of the Arbitrator.
 - (14) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5, excepting Article 5.06.
 - (15) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.
 - (16) Any suspension for alleged cause that is not dealt with under this Article, will be referred immediately to Article 4.06 for resolution.

ARTICLE 5 - ARBITRATION

5.01 Composition Of Board

Should the parties fail to settle any difference grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, and in the timelines (where applicable) outlined in this collective agreement, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. The Parties, by mutual agreement, may select a single arbitrator in place of a three (3) person board. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Relations Code of British Columbia.

5.02 A list shall be maintained by the Employer/Hospital Employees Union from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator listed below:

1. Judi Korbin
2. Colin Taylor
3. Heather Laing
4. Allan Hope

The Parties, by mutual agreement, may amend the list of arbitrators at any time.

5.03 Power of Boards

The decision of the said arbitrators, or any two (2) of them, as the case may be, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union and the employees

concerned. Where there is no majority decision, the decision of the Chairperson shall be the decision of the board.

5.04 Reinstatement of Employees

If the Arbitration Board finds that an employee has been improperly laid off, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and/or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between layoff, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

5.05 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

5.06 Time Limit for Decision of Arbitration Board

A board of arbitration established under this Article of the collective agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated, unless this time limit is extended by mutual agreement between the parties.

5.07 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

5.08 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints; and

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- (b) one-half (1/2) of the fees and expenses of the Chairperson.

5.09 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the Parties.

ARTICLE 6 – SENIORITY

6.01 Seniority List

A current seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.

6.02 Loss of Seniority

An employee shall lose his/her seniority as a regular employee and shall be deemed terminated in the event that:

- (a) The employee is discharged for just cause;
- (b) He/she voluntarily terminates his/her employment;
- (c) The employee abandons his/her position as per Article 10.04;
- (d) The employee is on lay-off for more than fifty-two (52) weeks; or
- (e) The employee fails to return to work within seven (7) days of recall after being notified by registered mail at the last address known to the Employer. Employees required to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

6.03 Calculation of Seniority, Probationary Period and Portable Benefits

- (a) For the first (1st) three (3) calendar months of continuous full-time service, or the first (1st) four hundred and eighty-eight (488) hours or six (6) months, whichever is less, of continuous part-time service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. The Employer may choose to pass an employee through the probationary period prior to this time if the Employer deems it appropriate. During the probationary period,

an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause the employee shall be reinstated.

- (b) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

6.04 Promotion, Transfer, Demotion

In the promotion, transfer, or demotion of employees, required qualifications (including the ability to interact effectively with the client population), performance in current or previous positions, and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight. However, only employees possessing the requisite qualifications will be considered by the Employer.

6.05 Qualifying Period

If a regular employee is promoted, voluntarily demoted or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new position for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job before the promotion, voluntary demotion or transfer took place, without loss of seniority and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of job, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in the paragraph above.

6.06 Reduction in Work Force

- (a) In the event of a reduction in the work force, regular full-time and regular part-time employees shall be laid off in reverse order of seniority, provided that there are available employees with greater

seniority who are qualified and willing to do the work of the employees laid off.

- (1) Where lay-offs occur due to funding cuts, the Employer agrees to give the affected employee/s a minimum of thirty (30) calendar days advance written notice. The Employer will provide greater written notice, up to the notice period equal to an employee's service, whenever possible.
 - (2) Where lay-offs occur due to general restructuring not caused by funding cuts, the Employer agrees to give the affected employee/s two (2) weeks' advance written notice per year of service, to a maximum of twelve (12) weeks' notice. In all cases, a minimum of thirty (30) calendar days advance written notice will be provided.
 - (3) The Employer agrees that where affected employee/s are not provided the opportunity to work through the prescribed period of notice, the employee/s shall be paid in lieu of notice for that part of the notice period during which work was not made available.
- (b) Notice of layoff shall not apply where an Employer can establish that the layoff results from a natural disaster or other unavoidable or intervening cause.
- (c) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be re-hired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off first on.

If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period. Laid-off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 3.02 of this Agreement.

- (d) Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to an employee designated by the Union.

6.07 Re-employment

(a) Re-employment after Retirement

Employee who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged in the same classification within three (3) calendar months of retirement, shall continue at their former pay rate and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated, except for the Registered Retirement Savings Plan which will cease at age sixty-nine (69).

(b) Re-employment after Voluntary Resignation

A regular employee who voluntarily resigns his/her employment and within ninety (90) days is re-hired as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

6.08 Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service does not constitute a break in continuous service and shall not affect an employee's seniority rights.

6.09 Job Postings and Applications

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) If the permanent vacancy or new job within the bargaining unit has a duration of thirty (30) calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement

date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.

- (b) Temporary vacancies within the bargaining unit exceeding sixty (60) calendar days shall be posted in accordance with (a) above.
- (c) If the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted. Instead, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable and where, those clients that require consistency would not be unduly disrupted consistent with the requirements of Article 6.04. If the application of this paragraph requires the Employer to pay overtime, the proposed move shall not be made.
- (d) If no suitable candidate is identified through the internal posting process, the Employer will post externally to fill the position.
- (e) **Change to Start and Stop Times, Days Off and Work Area**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) the change is consistent with operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (f) **Applications from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur

during their absence, without causing undue delay to the hiring process.

(g) **Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel as outlined above.

6.10 Relieving in Higher and Lower Rate Positions

- (a) When an employee temporarily substitutes in another bargaining unit position, or performs the principle duties of a higher paying bargaining unit position, he/she shall receive the designated rate for the job.
- (b) Substitution to a higher paying bargaining unit position shall be offered to the most senior qualified employee in a lower paying classification.
- (c) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

6.11 Rates of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he/she shall receive the rate of pay for that position.

- 6.12** Employees temporarily assigned by written authorization of the Employer, to the duties of supervisory personnel outside the contract, which are duties that the employee does not normally perform, will receive 10% above their rate of pay providing such duties are performed for a minimum of four (4) hours.

6.13 Notice to Union

Two (2) copies of all postings shall be sent to an employee designated by the Union within seven (7) calendar days of the posting.

6.14 Notice of Successful Applicant

- (a) The Employer shall, within three (3) calendar days of the completion of the formal applicant screening and acceptance process, inform all applicants of the name of the successful

applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

- (b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

6.15 Grievance Investigation

The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a request by the Union.

ARTICLE 7 – LEAVE OF ABSENCE

7.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Employer or designate and may be granted at the Employer's discretion. Whenever possible, the employee shall give twenty-one (21) days notice to the Employer to facilitate scheduling and minimize disruption to clients and staff, except in cases of emergency. The Employer shall make every reasonable effort to grant such requests provided that there is not undue disruption to service delivery within the employee's department. Notice of the Employer's decision shall be given in writing as soon as possible.

7.02 Unpaid Leave - Affecting Seniority and Benefits

Any employees granted unpaid leave of absence totaling twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days 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, but shall accumulate seniority (for the purpose of seniority benefits, including but not limited to, vacation period selection, lay-off notice, recall notice, etc.). Upon return from unpaid leave the employee will be reinstated for all benefits (including but not limited to, Group RRSP, sick leave, vacation entitlements, basic medical, extended health, extended dental, life insurance, AD&D, LTD and EFAP) based on service accrued up to and including the first twenty (20) days of the unpaid leave.

7.03 Unpaid Leave - Union Business

- (a) Leave of absence without pay shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt service delivery in the employees' respective departments. These designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of service delivery within the employee's department and shall make every effort to give a minimum of fourteen (14) days' notice. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations and promotions.
- (b) Subject to service delivery requirements, leave of absence without pay shall be granted to provincial or local bargaining committee members for the purpose of bargaining meetings with the Union. A minimum of fourteen (14) days written notice, when possible, shall be provided by the Union. Seniority and all benefits shall accumulate during such leave.
- (c) The foregoing provisions shall not limit the provisions of Article 4.02.
- (d) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and, where such employees are retained, the union shall reimburse the Employer for the wages and benefits involved within twenty-one (21) days following the end of the month in which the Employer's invoice is received. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (e)
 - (i) Provided not less than fourteen (14) days notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such executive.
 - (ii) Where less than fourteen (14) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable service delivery requirements within the employee's department.

7.04 Compassionate Leave

- (a) In a case of bereavement in the immediate family, an employee shall be entitled to paid special leave not to exceed three (3) working days.
- (b) Immediate family is defined as an employee's parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored. Compassionate leave of absence with pay shall not apply when an employee is on unpaid leave of absence.
- (d) Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

7.05 Special Leave

In the event of a domestic or household emergency, or for personal or family reasons related to healthcare or education, a regular employee who has completed probation shall be entitled to special leave, at his/her regular pay when required, to a maximum of three (3) days per year.

Employees must notify the employer as promptly as possible of any absence from duty because of special leave.

Part time employees shall be granted the same perquisites on a proportionate basis as granted regular full time employees.

7.06 Education Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employees take designated courses and/or examinations. The costs of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer. This provision shall apply to courses required to meet new qualifications for the

employee's current position as required by legislation and/or by the Employer.

The parties recognize the value of in-service training and of encouraging employees to participate in in-service training.

Employees required to attend staff meetings or in-service training seminars on their off-duty days (where such attendance will not result in a sixth day being worked in a workweek) shall be paid at straight time for the duration of the meeting or a minimum of two (2) hours. Where such attendance will result in a sixth day being worked during a workweek, the appropriate overtime rate for the actual hours in attendance or a minimum of two (2) hours will apply. If a staff meeting or in-service training session is scheduled immediately prior to or immediately following an employee's regular shift, then overtime pay will apply when applicable.

The Employer agrees to set aside some budgetary provisions for employee-initiated professional development. Applications for financial assistance towards the cost of job related workshops/seminars/courses will be approved at the discretion of the Employer, subject to budgetary provisions. Compensation for actual work time lost to attend such courses may also be granted at the Employer's discretion.

7.07

Required Certification

- (a) First aid requirements made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to be qualified to perform first aid duties, the cost of obtaining and renewing the appropriate First Aid certificate shall be borne by the Employer. Time spent at any certification or re-certification training shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.
- (c) The Employer further agrees to cover the cost differential between the standard Class 5 driver's licence and the specialized Class 4 van licence when the specialized licence is required by the Employer.
- (d) Where the Employer requires an employee to be certified to perform duties, the cost of renewing the appropriate certification shall be borne by the Employer, not to exceed a total cost of seven hundred and fifty dollars (\$750.00) in a twenty-four (24) month period.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 Hours of Operation

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

8.02 Annual and Bi-Weekly Hours

The annual hours of work for regular full-time bargaining unit members, exclusive of meal times, shall be one thousand, nine hundred and fifty (1950) hours, which consists of an average of seven and a half (7.5) hours daily and thirty-seven and a half (37.5) hours weekly, or an equivalent mutually agreed to by the Employer and the Union.

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first (1st) scheduled shift in January, an employee has not had a minimum of one hundred and fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred and fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 8.07 or Article 9.01.

8.03 Days of Rest

Employees shall not be required at any time to work more than six (6) consecutive shifts, and the shift schedule shall be applied so as to guarantee each employee a minimum of two (2) consecutive days off-duty from work each week.

8.04 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer permanently alters the scheduled work days or hours of work of an employee or makes a change to the employee's schedule on a trial basis without giving at least fourteen (14) calendar days advance notice, such

employee shall be paid at one and one-half (1.5) times the regular hourly rate for the first (1st) shift worked or affected.

- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates, in accordance with Article 8.07.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off duty between the completion of one (1) work shift and the commencement of another and such request is granted, then the application of paragraphs (b) and (c) of Article 8.04 shall be waived for all employees affected by the granting of such a request, provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days advance notice, and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates, pursuant to Article 8.07.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e. day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

8.05 Split Shifts

No split shifts shall be worked except in cases of an emergency.

8.06 Part-Time Employees

The Employer and the Union shall cooperate to minimize the use of part-time employees where reasonable.

8.07**Overtime****a) Definition - Overtime**

Overtime means work performed, with the advance authorization or upon the direct request of the immediate supervisor or duty officer, in excess of the normal daily full shift hours or weekly full shift hours.

Where the securing of prior authorization to work overtime is not possible due to the emergent nature of the situation or because of an inability to make telephone contact, the overtime work will be considered pre-authorized.

- i) Straight time rate means the regular hourly rate of pay.
- ii) Time and one half means one and one-half times (1.5x) the straight-time rate.
- iii) Double time means two times (2x) the straight-time rate.

b) Overtime

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 8.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) the rate of time and one-half (1.5x) of their basic hourly rate of pay for the first (1st) three (3) hours of overtime on a scheduled work day and double (2.0x) time thereafter.
 - (2) The rate of time and one-half (1.5x) of their basic hourly rate of pay for the first (1st) six (6) hours worked on a scheduled day off and double (2.0x) time thereafter.
- (c) Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in (d) below.
 - (d) At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the

Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, all lieu time hours accumulated to the employee's lieu time bank shall be paid on the employee's next regular pay cheque.

(e) **Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime. When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

(f) **Rest Interval after Overtime**

An employee required to work overtime adjoining 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 of time off are not provided, overtime rates of time and one-half (1.5x) shall apply to all hours worked on the next regular shift.

8.08 Call Back

An employee called back to work on his/her 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.

8.09 Minimum Daily Pay

- (a) The Employer shall pay the employee a minimum of two (2) hours pay at his/her regular rate of pay upon reporting to work for a scheduled shift.
- (b) Where the employee commences work, he/she shall receive a minimum of four (4) hours pay at the regular rate.

8.10 On-Call

Employees required to be on-call shall be paid one dollar (\$1.00) per hour or portion thereof. The minimum on-call requirement shall be four consecutive hours. Should the Employer require an employee to have a pager, beeper, or cell phone available during his/her on-call period, then all related expenses for such device shall be the responsibility of the Employer.

ARTICLE 9 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**9.01 (a) Statutory Holidays**

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Years, Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (that is an average of two (2) days per week plus a minimum of eleven (11) statutory holidays).

If at the end of a year (52 weeks dating from an employee's first (1st) scheduled shift in January), an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred fifteen (115), except that he/she shall not again be paid for any day for which he/she was paid overtime under Article 8.07 or Article 9.01.

(b) Statutory Holiday Falling on a Day of Rest

When a statutory holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.

If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to the above, he/she shall be compensated at time and one-half (1.5x) for all hours worked.

(c) **Statutory 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 the regular straight time rate.

A regular full-time employee shall also receive an additional day off in lieu of the holidays.

(d) If an employee terminates during the year, he/she shall be paid out statutory holiday lieu days owing.

(e) Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

(f) **Holidays Coinciding with Vacation**

Where a regular full-time employee is on vacation leave and a day of paid holidays falls within that period, the paid holiday shall not count as a day of vacation. Accordingly, the vacation day shall be rescheduled.

9.02 Vacation Entitlement

(a) "vacation year" for the purpose of determining vacation entitlement is the calendar year.

(b) Vacation entitlement is based on service given in the preceding calendar year.

- (c) A full-time employee shall be entitled to vacation leave in each year as follows:

Service Length	Leave Entitlement	Pay Equivalent
Less than 1 calendar year	1 day for every 17 worked	6% of current year's earnings
1-8 calendar years	15 working days	6% of current year's earnings
9-15 calendar years	20 working days	8% of current year's earnings
16 + calendar years	25 work days	10% of current year's earnings

Vacation Earnings for Partial Years

In the case of partial years of service, vacation leave entitlements shall be computed on a pro-rated basis as per (c) above.

9.03 Vacation Period

A maximum number of employees so desiring will be granted time off in the summer months. The choice of vacation periods shall be granted on the basis of seniority with the employer, except where the period requested would be detrimental to the proper and efficient service delivery of the Employer's operations.

9.04 Splitting Of Vacation Period

Annual vacations for employees shall be granted in one (1) continuous period, but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first (1st) vacation period. Seniority shall prevail in the choice of the second (2nd) vacation period, but only after all other "first" (1st) vacation periods have been posted. Seniority continues to apply, in the same manner, for the third (3rd) and fourth (4th) choices.

9.05 Vacation Pay

Vacation pay to which a regular full-time and part-time employee is entitled shall be paid to the employee at least one (1) calendar day before the

beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

Where the employee does not request vacation pay in advance, vacation pay shall be issued on the employee's regular payday during his/her vacation period.

9.06 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) All vacation leave shall be taken within the calendar year for which the vacation has been earned. Vacation leave entitlements cannot be carried from one calendar year to the next.

9.07 Vacation Credits Upon Termination Or Permanent Lay-Off

In the case of termination or permanent layoff, earned but unused vacation entitlements shall be paid in full to the employee.

9.08 Approved Sick Leave Preceding Vacation

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 requested by the employee and it is mutually agreed by the employee and the Employer, or it shall be reinstated for use at a later date.

9.09 Call Back on Vacation

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

9.10 Vacation Credits Upon Death

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

9.11 Part-Time Employees

Part time employees shall be granted the same perquisites on a proportionate basis as granted regular full time employees.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT

10.01 Unusual Job Requirements of Short Duration

The nature of the work within the bargaining unit is such that at times it is necessary for an employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

10.02 Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take a medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer.

The Employer, in consultation with the Medical Health Officer or the Medical Director at Miracle Valley, may require an employee (at the Employer's expense and on the Employer's time) to take a medical examination by a physician, skin tests, x-ray examinations, vaccinations, or other immunizations (with the exception of the rubella vaccination when the employee is of the opinion that pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including but not limited to in-service seminars for employees and the provision of Hepatitis B vaccine free of charge for those employees who may be exposed to body fluids or other sources of infection.

10.03 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' written notice when terminating their employment. Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations, less two percent (2%).

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' written notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

10.04 Employment Abandoned

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

ARTICLE 11 - GENERAL PROVISIONS

11.01 Employer and Employee Property

- a) 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.
- b) Upon submission of reasonable proof, the Employer will repair or indemnify, with respect to damage to the chattels of an employee while on duty caused by the actions of a client, provided such personal property is an article of use or wear of a type suitable for use while on duty.
- c) The Employer shall provide and maintain all tools and equipment required for the completion of work.

11.02 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. Stewards shall have the right to wear Steward pins. The Union shall furnish Union Shop Cards to the Employer to be displayed on the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

11.03 Sick Leave

The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EI premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

- a) Regular full-time employees who have completed their probationary period shall accumulate sick leave credits on the basis of one (1) day (or seven and one half hours) per month to a

maximum of eighty-five (85) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date.

Sick leave pay shall be computed and paid on the basis of scheduled work days lost. Sick leave deductions shall be according to actual time off.

Current information on the employee's sick leave bank is available to the employee with twenty-four (24) hours' verbal notice to the Administrative Supervisor.

- (b) Sick leave with pay is only payable because of sickness or injury of the employee and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.
- (c) Where an employee off on paid sick leave receives compensation for the sick leave period through ICBC, WCB, CPP sickness benefits or any other wage-loss replacement plan and such compensation is refunded to the employer, the sick leave credits shall be proportionately reinstated.

The Parties agree that, where it can be arranged expeditiously with the applicable insurers, payment from external insurance sources will be made directly to the Employee, thereby making ongoing salary payments from the Employee's sick leave bank during these periods short-term in nature in most cases

- (d) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.

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

- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll under the heading of leave of absence without pay and shall not have their employment terminated during the compensable period. After 24 months, if the employee has not

returned to work the employer shall post the employee's position as a permanent vacancy. On return-to-work, the employee shall have the right to bump into a position within the bargaining unit which the employee has the ability to perform the duties of and which does not effect a promotion.

(f) **Medical Appointment Time**

- (1) Employees will be granted up to ten (10) hours each calendar year to cover routine medical and/or dental appointments which cannot be scheduled outside of regular working hours. Any time in excess of the ten (10) hours per calendar year used for routine medical and/or dental appointment will be unpaid.
- (2) Where appointments are required to get treatment for a specific illness or injury of the employee, banked sick leave time can be used.

- (g) Employees with more than one (1) year's service who are off because of sickness or accident shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first (1st) year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

After 24 months, if the employee has not returned to work the employer shall post the employee's position as a permanent vacancy. On return-to-work, the employee shall have the right to bump into a position within the bargaining unit which the employee has the ability to perform the duties of and which does not affect a promotion.

(h) Employees with less than one (1) year's service who are off because of sickness or accident shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of fourteen (14) days. Further leave of absence periods of fourteen (14) days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the fourteen (14) days from such an employee explaining his/her condition, the employee's services shall be terminated.

(i) All sick leave credits are cancelled when an employee terminates his/her employment.

(j) **Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

(k) **Mental Health Days**

Up to three (3) mental health days may be taken per calendar year from an employee's accrued sick leave bank. Mental health days may be prescheduled in concert with the immediate supervisor up to two (2) weeks in advance."

(l) **Part-time Employees**

Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted to regular full-time employees.

11.04

Maternity Leave, Parental Leave and Adoption Leave

(a) Maternity leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. 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 Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

An employee shall be entitled to maternity leave of up to seventeen (17) weeks without pay. An employee shall be entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends.

An employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay or thirty-five (35) weeks in the case of the birth mother who takes maternity leave. The leave period may be extended by an additional five (5) weeks of unpaid leave when the employee's claim is extended pursuant to Section 12 (7) of the Employment Insurance Act.

Employees shall make every reasonable effort to give at least twenty-one (21) days notice prior to the commencement of maternity or parental leave of absence, and employees shall give at least twenty-one (21) 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, the Employer and the Union may be required to accommodate the employee pursuant to the Human Rights Code.

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 birth.

Upon return to work, the employee shall continue in his/her former position without loss of perquisites accumulated up to the date of commencement of the maternity/parental leave of absence, subject to the provision of Article 7.02 and Article 11.04(b).

- (b) Seniority and continuous service will continue to accumulate during the full period of maternity/parental leave.

Benefits will continue for the duration of the maternity/parental leave in accordance with the Health and Welfare Article 11.09.

(c) **Adoption Leave**

An employee shall be entitled to Adoption Leave as per Article 11.04 (a) and (b). Employees shall make every effort to give as much notice as possible prior to the commencement of adoption (parental) leave of absence, and employees shall give at least twenty-one (21) days notice of their intention to return to work prior to the termination of the leave of absence.

11.05 Pay Days

Employees shall be paid by cheque or by direct deposit every second week subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the list of all adjustments including overtime and promotions and an itemizing of all deductions.
- (b) When a payday falls on a non-banking day, the pay cheque shall be given prior to the established payday.
- (c) As far as practicable, employees on the evening shift paid by cheque shall receive their pay cheques on the day immediately prior to payday.
- (d) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day, provided the cheque is available at his/her place of work.

11.06 Rest and Meal Periods

(a) **Rest Periods**

Except as otherwise provided for in this Article, there shall be a fifteen (15) minute rest period in each half day of any full (six or more hours) shift. Employees working less than a full shift shall receive one (1) fifteen (15) minute rest period. Rest periods shall be taken without loss of pay to the employee.

(b) **Meal Periods**

Meal periods shall be scheduled as close as possible to the middle of the workday and shall be one half (1/2) hour, no more and no less, unless otherwise specified. For employees who are required

to stay on-call during the meal period, the meal period will be paid at straight rates. For all other employees, the meal period will be without pay.

11.07 Bulletin Boards

The Employer shall provide bulletin board facilities, located in a conspicuous place of access to employees, for the exclusive use of the Union. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

11.08 Jury Duty

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits for up to three (3) weeks of jury or witness duty. Thereafter, the jury or witness duty absence shall be unpaid. The employee shall turn over to the Employer any monies he/she received from the Court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for traveling and meals.

11.09 Health and Welfare Benefit Plans

Basic Medical Insurance

All regular employees may choose to be covered by the BC Medical Services Plan following the completion of the probationary period. Benefits and premium rates shall be in accordance with the existing policy of the BCMSP. The Employer will pay one hundred percent (100%) of the applicable premiums for employees and their dependents commencing with the month-end payment following the decision of the employee to enroll. The value of the premiums covered by the Employer is a taxable benefit for the employee.

Health and Welfare Benefits

The current practice of the Employer with regard to the core and optional Extended Health Care, Dental Care, Life Insurance and Accidental Death and Dismemberment plans as outlined in "Taking Care" - The Salvation Army Employee Benefit Plan Handbook shall continue for the term of this Collective Agreement.

Employees with thirty (30) or more hours weekly will be enrolled in the Plan following the completion of their probationary period.

The Employer shall pay the monthly “Single” premium cost of the Core Plan for Health Care, Dental Care, Life Insurance and Accidental Death and Dismemberment. All other applicable premiums will be paid by the employee.

Long Term Disability Benefits

The current practice of the Employer with regard to the Long Term Disability Plan as outlined in “Taking Care” - The Salvation Army Employee Benefit Plan Handbook shall continue for the term of this collective agreement.

Employees with thirty (30) or more hours weekly will be enrolled in the Plan following the completion of their probationary period.

The premiums will be paid fully by the Employee.

11.10 Registered Retirement Savings Plan

Permanent full-time and part-time employees will be automatically enrolled upon completion and submission of the applicable forms, in the Group RRSP Plan outlined in the Group Registered Retirement Savings Plan brochure as follows:

- a) After completion of two (2) years employment, the Employer shall contribute the following amounts monthly to the RRSP on behalf of the Employee:

Completed Years of Services	Employer Contribution
2-5 years	3.00%
6-10 years	3.25%
11-15 years	3.50%
16-20 years	4.00%
21-25 years	5.00%
26 + years	6.00%

- b) Employees may make voluntary contributions over and above the basic contributions of the employer.
- c) All contributions are held in an account registered to the individual employee. The employee identifies the funds in which the monies

will be invested, and investment selections may be changed from time to time in accordance with the terms of the Plan.

- d) When the employee terminates employment with the Employer, they can elect from options identified on the form "Paying Out Benefits When a Member Leaves the Plan".
- e) All employees shall be provided with the Group RRSP brochure at the time of enrolment in the program.

11.11 Union Advised of Changes

The Employer agrees to inform the Union, through Union-Management Meetings, of any change contemplated by the Employer which shall affect the terms of this Agreement. When the Employer is contemplating such change, it will call a Union-Management Meeting immediately.

11.12 Printing of the 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 print sufficient copies of this Agreement for distribution to employees. The cost of printing shall be shared equally by the parties. The Employer shall provide a copy of the Collective Agreement to new employees.

11.13 Occupational Health and Safety

The Employer and the union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Employer and the Union will each appoint two (2) representatives unless otherwise mutually agreed to serve on the Committee with each party appointing its own representatives. In addition to persons appointed by the parties, either party may involve other persons at no additional cost to the employer, provided such is done by mutual agreement.

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- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee or while participating in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
 - (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload or other workplace safety-related problems, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a workload or workplace safety concern exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the workload or workplace safety issue identified by the Committee. If the Union is not satisfied with the Employer's response, a grievance may be filed at Step 3 of the Grievance Procedure.
 - (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation board to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients, WHMIS, and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
 - (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients and the safe handling of materials and products. The employer will also make readily available information, manuals and procedures for these purposes.

The Employer will provide appropriate safety clothing and equipment.

The Employer shall supply suitable gloves or other protective clothing or equipment to employees required by the Employer or by the Workers Compensation Board to wear/use same for health and safety reasons.

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- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
 - (g) In-service and/or instruction in caring for aggressive/violent behaviour of clients including how to prevent and respond to a client's aggressive/violent behaviour will be provided by the Employer. When the Employer is aware that a client is potentially aggressive or violent, employees working with the client will be informed to the extent necessary to prevent such incidents and what to do if such incidents occur. Upon admission or transfer of a client the Employer shall make every reasonable effort to assess and identify the potential for aggressive/violent behaviour. Employees who encounter an unsafe situation involving aggressive/violent behaviour of a client shall be entitled to seek assistance from any other available staff. Employees shall document all unsafe situations involving aggressive/violent behaviour of a client.
 - (h) No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to Section 3.24 of the WCB Industrial Health and Safety Regulations.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

(i) **Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board.

(j) **Hygiene Facilities**

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

(k) **Communicable Diseases**

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- (1) The parties to the Agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person with a communicable disease, the Employer shall advise such employees to the extent that they need to know, that such person and/or possessions may be so affected.
 - (2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.
 - (3) In respect of communicable diseases, the parties agree to review and establish policies through the Joint Occupational Health and Safety committee on issues including:
 - (i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations.
 - (ii) post-exposure protocols.
 - (4) The parties agree that the BC Centre for Disease Control may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the parties.
 - (5) Where any costs, including vaccinations, are incurred by a recommendation of the parties or recommendations of the Centre for Disease Control, it shall be borne by the Employer.
- (l) **Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**
- (a) The Employer will abide by the Industrial Health and Safety Regulations of the Workers' Compensation Act in regard to the handling of dangerous goods, special wastes, pesticides and harmful substances.
 - (b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage and/or disposal of same.

11.14 Transportation and Vehicle Allowance

- (a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-eight (38) cents per kilometer. Minimum daily allowance where a claim is to be submitted shall be two (\$2.00) dollars.
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) Employees will only be requested to use their vehicles for the business of the Employer in emergency situations.

11.15 Meals

- (a) An employee will be eligible to receive one (1) meal during a regular full-time shift of seven and one-half (7.5) hours or more. The meal will be made available during regular meal service hours only.
- (b) The value of the meal will be a taxable benefit for the employee.
- (c) Employees on the Employer's business away from their worksite, and with the approval of the Employer, shall be entitled to reimbursement for meal expenses incurred to the maximum set out below, exclusive of any alcoholic beverages:

Breakfast - \$8.50; Lunch -- \$10.50; Dinner -- \$19.25

The above will not apply to meals incurred while attending training conferences/workshops.

11.16 Job Sharing

The Employer shall not enter into any Job Sharing arrangements with employees without the written agreement of the Union.

11.17 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel, which are not related to the work of the Employer.

11.18 Lunchroom

The Employer will provide a specified lunchroom for staff members.

11.19 Parking

Employees shall be authorized to park on-site at no cost, in designated areas and/or spots assigned at the discretion of the Employer.

11.20 Uniforms

Where the Employer requires an employee to wear a uniform or specific brand of clothing, the Employer shall supply and maintain the uniforms.

11.21 Employee and Family Assistance Program

The employer shall provide an Employee and Family Assistance Program (EAP) for all employees and their eligible dependents.

ARTICLE 12 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

Rates of Pay

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

Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one gender for any work at a rate of pay that is less than the rate of pay at which a person of the opposite gender is employed for similarly valued work.

ARTICLE 13 - CONTRACTING OUT

The Employer agrees not to contract out any work performed, as of the date of ratification of this collective agreement, by employees covered by this Agreement, which would result in the laying off of such employees.

ARTICLE 14 - FUTURE LEGISLATION

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

The remaining provisions of the collective agreement shall remain in full force and effect for the term of the collective agreement,

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,

If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the collective agreement.

ARTICLE 15 - VOLUNTEERS

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. Any volunteers used 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.

ARTICLE 16 - TERM OF AGREEMENT

Duration

This agreement shall be binding and remain in force and effective from April 1, 2007 to March 31, 2010. All provisions of the Agreement are effective the date of ratification unless otherwise stated.

Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after November 1, 2009; but in any event no later than midnight, December 31, 2009.

- (b) Where no notice is given by either party prior to December 31, 2009, both parties shall be deemed to have given notice under this Section on December 31, 2009, and thereupon Article, "Commencement of Bargaining" will apply.
- (c) All notices on behalf of the Union shall be given by the Secretary/Business Manager (or his/her representative) of the Union and similar notices on behalf of the Employer shall be given by the Executive Director.

Commencement of Bargaining

Where a party to this Agreement has given notice under Article 16, "Notice to Bargain", the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

Change in Agreement

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

Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining.

PART-TIME EMPLOYEE ADDENDUM

A regular part-time employee as defined in Article 1.05 - Regular Part-Time Employee shall receive the same perquisites, on a proportionate basis, as granted to regular full-time employees, including the following:

a. **Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Article 9.02.

b. **Statutory Holidays**

Regular part-time employees shall be entitled to statutory holidays and premium pay set out in Article 9.01.

c. **Sick Leave**

Regular part-time employees shall be entitled to sick leave as set out in Article 11.03, on a prorated basis.

d. **Special Leave**

Regular part-time employees shall be entitled to special leave as set out in Article 7.05.

e. **Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

f. **Seniority**

Applicable on a proportionate basis.

CASUAL ADDENDUM

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of sixty (60) consecutive calendar days in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (j) vacation relief
 - (ii) sick leave relief
 - (iii) education relief
 - (iv) maternity/adoption/parental leave relief
 - (v) compassionate leave relief
 - (vi) union business leave relief
 - (vii) educational leave relief
 - (viii) statutory holiday relief.
 - (ix) such other leave relief as provided by the collective agreement.

Where a temporary casual placement has commenced and it subsequently becomes evident that the vacancy will exceed sixty (60) days, the position will be posted and filled as per Article 6.09.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than sixty (60) consecutive calendar days.
- 2 Casual employees shall be called to work in the order of their seniority provided they are capable of performing the work required to be done and provided that they are registered to work in a job classification applicable to the work required to be done. The only exception to the calling in of a casual employee in order of seniority is that newly hired casual employees will be allowed to work up to five (5) orientational shifts in total. A casual employee shall be entitled to register for work in any job classification in respect of which such employee meets the requirements of the classification.
3. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - (1) Article 3 - Technological, Automation and Other Changes;
 - (2) Article 6 - Seniority, Articles 6.03, 6.05, 6.06, 6.07, 6.08 and 6.09(c);
 - (3) Article 7 - Leave of Absence; Articles 7.01, 7.02, 7.04, 7.05 and 7.06
 - (4) Article 8 - Hours of Work and Overtime; Article 8.04;
 - (5) Article 9 (excluding 9.01(c)) - Statutory Holidays and Annual Vacations;

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- (6) Article 11 - General Provisions, Articles 11.03, 11.04, 11.08, 11.09 and 11.10.
4. Casual employees shall accumulate seniority on the basis of the number of hours worked, and upon written notification by the Union, the hours paid for Union business. A casual seniority list, by job classification, will be provided to the union annually every 1st week of January or at the request of the Union.
5. The Employer shall maintain a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
6. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall call, by telephone, only those casual employees who are registered in the classification registry applicable to the work required to be done, at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called. Casuals being contacted by pager shall have five (5) minutes to respond before the Employer proceeds down the list. When called, casual employees shall advise the employer of what other shifts they are scheduled to work around the time of the assignment offered.
 - (2) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (3) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
 - (4) A casual employee shall have the right to refuse two (2) calls to work in a one (1) month period. More than two (2) refusals in a one (1) month period will result in the casual employee being removed from the casual employee list.

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- (5) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
7. Casual employees shall not be dismissed except for just and proper cause, subject to Sections 8 and 13(1) of this Addendum.
8. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid-off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority where it becomes necessary to expand the work force
9. (1) Each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- (3) The Employer shall send to both an employee designated by the Union and the Secretary-Business Manager of the Union a revised copy of each classification registry maintained by the Employer annually or at the request of the Union.
10. (1) A casual employee shall serve a probationary period of four hundred and eighty-eight (488) hours. Regular or Casual Employees who are newly added to a Casual list in a different job classification will serve a three (3) month qualifying period.
- (2) A casual employee who has not completed probation as a casual employee and who successfully bids into a regular position shall serve a probationary period as outlined in the collective agreement.
- (3) Where a casual employee has completed probation as a casual employee and is reclassified as a regular employee, such employee shall not be required to serve another probationary period, but will be required to serve a qualifying period as outlined in the collective agreement.
- (4) A casual employee who is unavailable for work for a period in excess of six (6) months may be removed from the casual employee list.

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11. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
 - (1) dividing his/her number of seniority hours by a factor of seven and a half (7.5), which shall be deemed to be the number of days worked; and then
 - (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
 - (3) Upon return to work from receiving Workers' Compensation Benefits casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work. However, the hours shall be limited in order to retain the employee's relative position.
 12. Casual employees shall receive ten point two percent (10.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
 13. A regular employee who is laid off shall be entitled, as a right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer, converted to hours on the following formula:
 - (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then
 - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven and a half (7.5).
 14. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14 and 15 shall not apply. Where the regular schedule of a part-time employee registered under this Section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.

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15. Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

WAGE SCHEDULE

Classification	Effective April 1, 2007	Effective April 1, 2008	Effective April 1, 2009
Addiction Counsellor III	\$24.94	\$25.68	\$26.45
Addiction Counsellor II	\$22.67	\$23.35	\$24.05
Addiction Counsellor I	\$19.19	\$19.76	\$20.36
Intake Clerk	\$19.19	\$19.76	\$20.36
Maintenance Technician	\$17.53	\$18.06	\$18.60
Medical Clerk	\$17.53	\$18.06	\$18.60
Bookkeeper	\$17.53	\$18.06	\$18.60
Attendant	\$16.42	\$16.91	\$17.42
Cook	\$16.42	\$16.91	\$17.42
Client Driver	\$15.54	\$16.01	\$16.49
Medical Assistant	\$15.54	\$16.01	\$16.49
Receptionist	***\$15.09	\$15.54	\$16.01
Truck Driver	\$14.76	\$15.20	\$15.66
Gatekeeper	\$14.76	\$15.20	\$15.66
Security	***\$14.33	\$14.76	\$15.20

1. The probationary rate for all Classifications will be \$0.50 below the regular rate.
2. Individuals hired prior to ratification of this agreement who remain on probation will remain at their present salary level until completion of probation.
3. *** The Receptionist and Security rates as above for April 1, 2007 take effect at date of signing.
4. It is understood by the parties that employees serving in multiple part-time and/or casual positions will be compensated at the appropriate classification's rate for the hours actually worked in each specific classification. The Employer will accurately track and record the hours worked in each classification.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

**LETTER OF UNDERSTANDING
BETWEEN
HOSPITAL EMPLOYEES' UNION
AND
THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLE**

Re: Christmas

Paetzold Centre engages many individuals (including staff) who volunteer their time to assist with special Christmas Day celebrations for the clients.

The use of these volunteers (including staff) is supernumerary to regular paid staff within the bargaining unit that are required for that day, and will not result in any reduction of hours for bargaining unit members or replacement of bargaining unit members generally required on Christmas Day.

The Parties agree that Employees who volunteer to assist on Christmas Day understand that this is outside of their regular duties and responsibilities, and as such will not be subject to compensation.

There is no obligation on an employee to volunteer his/her time and services. There will not be any repercussions for an employee who declines to volunteer his/her time and services.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

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BETWEEN
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REHABILITATION CENTRE/VALLEY OF MIRACLE

Re: Client Work Therapy

The Parties acknowledge that:

Paetzold Centre is a unique residential, addiction and rehabilitation centre for individuals dealing with alcohol and other drug dependencies. Its primary objective is to facilitate clients in achieving recovery from their addiction, and through a therapeutic process, assist the clients in acquiring experience and skills that will facilitate and enable them to maintain recovery and re-enter the workforce and to become productive citizens in the community.

Client Work Therapy involves a number of compulsory program assignments in a designated field of service at Paetzold Centre, during the initial three (3) month primary treatment stage.

Clients participate in the day-to-day operations at Paetzold Centre for therapeutic purposes.

Clients participating in Client Work Therapy shall not be considered employees for the purposes of this collective agreement.

The Employer's current practice with respect to the application of these programs shall be maintained as follows:

Work Therapy Clients: dishwashing, housekeeping (dorms/chapel/cafeteria), grounds-keeping, dispensary, food preparation, maintenance, laundry, clothing distribution, cleaning/refreshments at the complex and garbage collection.

The Employer agrees not to engage any clients in work performed by bargaining unit members which would result in laying off of any employee who presently performs such work or prevents bargaining unit employees on recall from being recalled.

**Re: Client Work Therapy
Continued**

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

LETTER OF UNDERSTANDING

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLE**

Re: Extended Shifts/Work Week

The parties agree that weekend security positions will be established under a flexible working arrangement allowing for 12 hour shifts, with all hours being paid at straight time.

This provision will apply to the Security position covering the Saturday 8:00 a.m. to 8:00 p.m. and Sunday 8:00 a.m. to 8:00 p.m. shifts, and the Security position covering the Saturday 8:00 p.m. to Sunday 8:00 a.m. and Sunday 8:00 p.m. to Monday 8:00 a.m. shifts.

The incumbents filling these positions will be eligible for all benefits applicable to employees working 24 hours weekly.

Employees filling a twelve (12) hour Security position shall be entitled to two (2) one-half (1/2) hour paid meal periods and three (3) fifteen (15) minute rest periods for these shifts. The employee will be on call during these breaks.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

LETTER OF UNDERSTANDING

BETWEEN

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**THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLE**

Re: ICADC Accreditation

It is agreed between the Parties that employees hired into Addiction Counsellor I positions will be expected to complete the ICADC certification during their employment at Paetzold Centre, as this is considered the minimal education standing for long-term work in the addiction counseling program at Paetzold Centre.

Upon obtaining full ICADC certification, and providing documented proof of same, employees will automatically move to the Addiction Counsellor II level and wage level.

In the above circumstance, the Addiction Counsellor II pay will be effective retroactive to the individual's actual date of certification with ICADC.

If an employee does not complete their certificate within 3 years, it is agreed that employee can exercise their rights such as bumping pursuant to Article 3.02, layoff pursuant to Article 6.06 or exercising their rights pursuant to Sec 13 of the Casual Addendum.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

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REHABILITATION CENTRE/VALLEY OF MIRACLE

Re: Management Participation in Bargaining Unit Work

The parties acknowledge that it is the practice of the Employer to have management team members participate in bargaining unit work in the following instances:

- i As temporary interim relief to cover sick leave, bereavement leave, vacation leave, and/or personal leaves of regular bargaining unit members working in the following positions: Cook (if Casual Cook is not available), Bookkeeper, Receptionist, Addiction Counselor 1, Addiction Counselor 2, Addiction Counselor 3, Intake Clerk, Dispensary Worker, Truck Driver, Client Driver, Maintenance Technician, Security.
- ii. To supplement counseling staff in the areas of intake and individual counseling, as client numbers increase, while seeking to fill Counsellor position vacancies.
- iii As a regular part of the Director of Clinical and Residential Services' and/or the Manager of Counseling Services role, he/she assumes responsibility for some Client Group Therapy sessions.

The parties agree that the feasibility of hiring more casuals during the term of this contract will continue to be explored and discussed at Union/Management Meetings. Where Casual positions cannot be consistently created and filled, the practices outlined above will continue.

**Re: Management Participation in Bargaining
(Continued)**

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

LETTER OF UNDERSTANDING
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REHABILITATION CENTRE/VALLEY OF MIRACLE

Re: Flex Schedules for Counselling Staff

The parties agree that the application of this agreement shall be restricted to four (4) primary counselors.

1. Flex schedules shall be negotiated between the employee and the employer. Accumulated flex time shall not exceed one extra half day or 3.75 hours on any given day or during the normal work week.
2. The average number of hours worked per week are 37.5 and the total number of hours worked in a two-week period are 75 hours.
3. Flex time off shall not be taken at times other than in the two-week period in which it was accrued. Flex time will normally be taken on designated Fridays, unless otherwise negotiated as per 1 above.
4. No employee shall be required by the employer to work a flex schedule.
5. Employees reserve the right to terminate their availability for flex scheduling upon a written two-week notice. The Employer reserves the right to terminate flex scheduling by giving four (4) weeks written notice to all participating employees.

**Re: Flex Schedules for Counselling Staff
(continued)**

- 6. Employees who phone in sick on a day they are scheduled to work flex hours have the option of:
 - a) only taking time off for the actual flex hours (3.75) worked within the two week period, or
 - b) taking a full flex day as scheduled by using banked sick time to make up the difference for the flex hours not accrued.
- 7. Accrued flex time hours do not constitute overtime hours and shall be compensated at straight time in time off only.
- 8. Article 8.02 - Hours of Work, shall be varied by this Letter of Understanding.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

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REHABILITATION CENTRE/VALLEY OF MIRACLE**

Re: Practicum Students

Whereas the Parties are desirous of supporting practicum students for their benefit, it is agreed and understood that:

The persons under the program shall be in positions that are in addition to the Employer's regular number of regular full-time, regular part-time and casual positions.

The persons under the program shall not cause the dismissal, lay-off or reduction in hours or period of work of any existing employees within the bargaining unit.

The Employer, at the request of the Union, and within five (5) working days of such request, shall provide the Union with a detailed listing of duties assigned to any practicum student. In the event the Employer fails to meet such request within the time limit specified herein, the Union may seek remedy.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

LETTER OF UNDERSTANDING

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLE**

Re: Contracting Out

The parties agree that the contracting out practices noted below, will continue for the term of this agreement:

1. Maintenance services beyond the expertise of the current Maintenance Technician or requiring specific trades certification not held by the Maintenance Technician. This may include, but is not limited to, plumbing, carpentry, furnace, HVAC, electrical, auto mechanics, computer technician work, appliance/equipment repair and servicing.

The Employer agrees to consult with the Union prior to renewing contracts for the above services.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

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REHABILITATION CENTRE/VALLEY OF MIRACLE

Re: Arts Therapy Specialization

“The Parties agree that with the introduction of Arts Therapy as a counseling modality at Paetzold Centre, employees working in the counseling program who have no specialization in this area will benefit from receiving formalized in-service education and training in Arts Therapy or alternative external formal education which can be offered by the Employer at no cost to the employee.

Further, the Parties recognize that this training cannot be provided to all staff simultaneously, due to ongoing service delivery needs and as a result of limited training space. Therefore, it is agreed that the Employer will select, through a formal application/selection process, those employees who will participate in the first and subsequent rounds of courses.

Further, the Parties agree that, with the introduction of Arts Therapy, the education requirements for the Addiction Counsellor III position will change to either a Master's Degree in Counselling or ICADC certification plus Arts Therapy Specialization as provided through in-service training offered by the Employer.

Further, it is agreed that this specialization training will be offered in three (3) modules over a nine (9) month period or alternative external formal education may be provided. Continuance in the training program will be contingent upon following and completing the course curriculum requirements and undergoing clinical supervision. Additionally, the Director of Clinical and Residential Services reserves the right to suspend a participant from the training program should there be reasonable suspicion of malpractice in this area of service or training.

Further, for Addiction Counsellor II participants, upon completion of either the internal three (3) modules (which includes the successful completion of a final examination and submission of an Arts portfolio) or an approved external educational program, the employee will be automatically designated as an Addiction Counsellor III, with the appropriate wage.

**Re: Arts Therapy Specialization
(Continued)**

Further, it is agreed that employees receiving this specialized training, at employer cost, will implement the skills and learning obtained in each Module, in accordance with the timelines outlined in the course curriculum, either internal or external, in their counseling work at Paetzold Centre.

Lastly, the Parties agree that appropriate steps will be taken to secure formal recognition of this in-service training through local educational institutions, if possible, for the benefit of the employees participating.”

SIGNED ON BEHALF OF THE UNION**SIGNED ON BEHALF OF THE EMPLOYER**

DATED**DATED**

**LETTER OF UNDERSTANDING
BETWEEN
HOSPITAL EMPLOYEES' UNION
AND
THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLE**

Re: Meals

The Parties agree that by the first day of every month any employee wishing to be provided with a meal at the workplace will advise the Employer no later than the first day of each month. This process will be considered that the employee has 'opted in' for the entire month for the purposes of meals regardless of whether that employee chooses to eat or not. Each meal is valued at \$3.00 for the purposes of tax benefits and will be calculated based on that employee's choice to opt into the meal program.

If an employee does not notify the Employer by the first day of every month regarding their choice to 'opt in' to the meal program, they will not be charged for a taxable benefit and they will not eat at the Employers cost for that month.

Any employee who is absent from work due to vacation or any other leave provided by the collective agreement or those employees who work part-time or casual can still choose to 'opt in' to the meal program and will only be charged the taxable benefit for those days that are worked. These employees must still 'opt in' to the meal program at the beginning of the month.

Each month the list of those employees who have opted into the meal program will be posted in the dining room area.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED

LETTER OF UNDERSTANDING

BETWEEN

**HOSPITAL EMPLOYEES' UNION
AND**

**THE SALVATION ARMY CORDULA AND GUNTER PAETZOLD
REHABILITATION CENTRE/VALLEY OF MIRACLES**

Re: Health and Welfare Benefit Plans

The employer is currently investigating possible changes to the benefit coverage for employees at all Salvation Army BC locations as this relates to who can get coverage. Should the Employee Relations Department receive approval either from THQ or from ENCON to provide different coverage, the Employer agrees to meet with HEU to discuss changes to coverage for employees in different employee categories as per the National Standards.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

DATED

DATED