

COLLECTIVE AGREEMENT

Between

**PARA MED HEALTH SERVICES (Abbotsford) and
PARA MED HEALTH SERVICES (Burquitlam) and
PARA MED HEALTH SERVICES (Nanaimo) and
PARA MED HEALTH SERVICES (North Vancouver) and
PARA MED HEALTH SERVICES (Prince George) and
PARA MED HEALTH SERVICES (Surrey) and
PARA MED HEALTH SERVICES (Vancouver) and
PARA MED HEALTH SERVICES (Victoria)**

and the

B.C. GOVERNMENT & SERVICE EMPLOYEES' UNION (BCGEU)

**Term April 1, 1994 (or date of certification, whichever is later)
to March 31, 1998**

Date of Certification

Abbotsford - November 22, 1994
Burquitlam - September 20, 1994
Nanaimo - December 6, 1994
North Vancouver - September 23, 1994
Prince George - November 9, 1995
Vancouver - September 2, 1994

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ARTICLE 1 - Preamble

1.1 Purpose of Agreement 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

1.2 Use of Terms 1.2 Use of Terms

(a) *"Masculine" and "Feminine"* - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context require.

(b) Singular or plural - Wherever the singular is used, the same shall be construed as meaning the plural if the facts or context so require.

1.3.3

The Parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*.

1.4 Sexual Harassment 1.4 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the Regional Manager, either directly or through the Union. The Regional Manager shall deal with the complaint with all possible confidentiality.

The Regional Manager shall investigate the allegation, and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The Parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.

Allegations of sexual harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

1.5 Harassment 1.5 Harassment

(a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The Parties agree to foster and promote such an environment.

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer shall register the complaint in writing to the Regional Manager, either directly or through the Union. The Regional Manager shall deal with the complaint with all possible confidentiality.

(b) "Harassment" is defined as:

Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work-related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.

The Regional Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

(c) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

The Parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

1.6 Grievances 1.6 Grievances

Grievances from actions under 1.4 or 1.5 shall be referred to Step 4 of the grievance procedure.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Units Defined 2.1 Bargaining Units Defined

The bargaining units shall comprise all employees specified in the certifications, except those excluded by provincial labour legislation or by mutual agreement of the Parties. The Parties agree that all administration and internal support staff positions will be excluded.

2.2 Bargaining Agent or Recognition 2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the Certificates were issued.

2.3 Correspondence 2.3 Correspondence

The Employer agrees that a copy of any correspondence initiated by the Employer between the Employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of this Agreement, as it applies to that employee shall be forwarded to the BCGEU Staff Representative. The Union shall inform the Employer of the name and address of the BCGEU Staff Representative.

2.4 No Other Agreement 2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity 2.5 No Discrimination for Union Activity

The Employer and the Union both agree that there shall be no discrimination with respect to any employee for reasons of current or past Union membership or activity.

2.6 Rights and Duties of Stewards 2.6 Rights and Duties of Stewards

The Employer recognizes the Union's right to select a maximum of three (3) stewards at each Branch, and two (2) alternates to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor. The duties of a steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting employees in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes during ratification votes; and
- (d) attending meetings at the request of the Employer.

2.7 Bulletin Boards 2.7 Bulletin Boards

The Employer shall provide exclusive bulletin board space for the posting of Union business. The Employer and the steward shall discuss the site and size of the bulletin board space.

2.8 Union Insignia 2.8 Union Insignia

The Union will furnish one Union shop card, to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.9 Time Off for Union Business 2.9 Time Off for Union Business

Leave of absence without pay and without loss of seniority will be granted to elected representatives to attend conventions of the Union, or to attend Union business requiring the employee to leave her work area, or to attend Collective Agreement negotiations with the Employer.

To facilitate the administration of this Section, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this Article shall include sufficient travel time. Where possible, the Union shall provide the Employer with fourteen (14) days' notice prior to the commencement of leave under this Article.

ARTICLE 3 - UNION MEMBERSHIP REQUIREMENTS

3.1 Union Shop3.1 Union Shop

(a) All employees covered by this Agreement hired after the date of Certification shall become members of the Union within thirty (30) days after entering employment, and shall maintain such membership as a condition of continued employment.

(b) All employees covered by this Agreement who were members of the Union on the date of Certification, or thereafter became members, shall maintain such membership as a condition of continued employment.

(c) Any employee covered by this Agreement who fails to comply with the above Provisions shall be terminated within seven (7) days of the Union notifying the Employer of the employee's failure to comply. Employees terminated under this clause will be deemed terminated for cause and shall not have access to the provisions or benefits of this Agreement, including Article 10 - Grievance and Arbitration Procedure.

(d) All employees covered by this Agreement, whether or not they are members of the Union, shall, as a condition of continued employment, pay to the Union an amount equivalent to membership dues.

3.2 Right to Refuse to Cross Picket Lines3.2 Right to Refuse to Cross Picket Lines

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

ARTICLE 4 - NO CESSATION OF WORK

During the life of this Agreement, the Employer agrees that it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee shall authorize, encourage, or participate in any strike, suspension of work, or work slowdown.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.1 Check-Off Payments5.1 Check-Off Payments

The Employer shall deduct from the monthly wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union. As a condition of continued employment, employees shall complete an authorization form providing for the deduction of Union dues.

5.2 Deductions5.2 Deductions

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

5.3 Remittances 5.3 Remittances

(a) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction, and the Employer shall provide the following information with the remittance:

Employee name;
Employee number;
Employee seniority;
Classification and wage rate;
Status,(regular, casual) ; and
Dues

(b) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

5.4 Dues Receipt 5.4 Dues Receipt

Once per year, the Employer will supply, without charge, each employee a T-4 slip, which will indicate the amount of Union dues paid.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Article dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and phone number of her steward. The BCGEU Staff Representative shall be advised of the names and telephone numbers of all new employees within the first thirty (30) days of hiring. The Employer agrees to distribute a copy of the collective agreement to all new employees. The Union shall provide the Employer with sufficient copies of the Collective Agreement.

ARTICLE 7 - DEFINITION OF EMPLOYEES AND BENEFIT ENTITLEMENT

7.1 Regular Employees 7.1 Regular Employees

(a) A regular employee is one who works a minimum of twenty-five (25) hours per week on an on-going basis.

(b) Regular employees are entitled to all benefits of this Collective Agreement on a pro-rata basis, with the exception of benefits provided in Article 23, which shall be paid on the same basis for all regular employees, regardless of the number of hours worked.

7.2 Casual Employees 7.2 Casual Employees

A casual employee is one who works less than twenty-five (25) hours per week in the following capacities:

(a) for relief purposes;
(b) for temporary workload situations; or
(c) regular hours where scheduling requires or no regular employee is available.

Casual employees are entitled to all the benefits of the Collective Agreement except the following:

Articles 18, 19, 23.

Casual employees shall be entitled to pay for statutory holidays on the following basis:

(a) if they have worked at least fifteen (15) of the last thirty (30) days before the holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;

(b) if they have worked less than fifteen (15) of the last thirty (30) days before the holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

ARTICLE 8 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 9 - EMPLOYER/UNION RELATIONS

9.1 Union Representatives

The Employer agrees that access to its office will be granted to members of the staff of the Union when dealing or negotiating with the Employer, or when meeting with the Employer for the purpose of assisting in the settlement of a grievance. Members of the Union staff shall arrange such meetings with the Employer prior to his arrival at the Employer's offices. 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 office, where available.

9.2 Technical Information

The Employer agrees to provide to the Union such information that is normally available relating to employees in the bargaining unit, which is required by the Union for the purpose of collective bargaining.

9.3 Workplace Enhancement Committee

A workplace enhancement committee shall be established consisting of two (2) employee representatives designated by the Union and two (2) Employer representatives.

The Committee shall meet regularly, at the call of either Party, at a mutually agreeable time and place.

Employees shall not suffer any loss of basic pay for the time spent at Committee meetings.

An Employer representative and an employee representative shall alternate presiding over meetings.

The purpose of the Committee is to promote the cooperative resolution of workplace issues, to respond to and adapt to changes in the economy, to foster the development of work-related skills, to promote workplace productivity, and to promote the enhancement of service delivery to the clients.

The Committee shall not have jurisdiction over any matter covered by the Collective Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Grievance Procedure

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

(a) differences between the Parties respecting the interpretation, application, operation, or alleged violation of a provision of this Agreement, including questions as to whether or not a matter is subject to arbitration, or

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

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

10.2

(a) *Step 1*

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

(b) *Step 2*

In the second step of the grievance procedure, the aggrieved employee shall make every effort to settle the dispute with the Branch Manager or designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance through the steward at Step 3.

10.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 3 of the grievance procedure must do so not later than:

(a) twenty-one (21) days after the date on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, or

(b) twenty-one (21) days after the date on which the employee became aware of the actions or circumstances giving rise to the grievance.

10.4 Step 3

Subject to the time limits in Article 10.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy required; and
- (c) transmitting the grievance to the Branch Manager or designate through the steward.

The Branch Manager or designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented. The Branch Manager or designate shall respond in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 3.

10.5 Step 4

The President of the Union or designate may present a written grievance at Step 4 to the Regional Manager or designate within:

- (a) fourteen (14) days after the decision at Step 3 has been conveyed by the Branch Manager or designate, or
- (b) fourteen (14) days after the Employer's reply was due.

The Regional Manager or designate will respond in writing within fourteen (14) days of receipt of the grievance at Step 4.

10.6 Arbitration

Failing satisfactory settlement at Step 4, the matter may be submitted to arbitration within:

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

10.7 Procedure

No matter may be submitted to arbitration until it has been properly carried through all previous steps of the grievance procedure mentioned in this Agreement.

10.8 Authority of Board

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement.

10.9 Expenses of Arbitration

Each of the Parties to the arbitration will bear its own expenses and jointly bear the expense of a mutually agreed upon Arbitrator.

10.10 Time Limits

The time limits established in this Article may be altered by the written mutual agreement of the Parties. If an employee or employee representative fails to present a grievance within the time limits, the grievance will be deemed to be abandoned.

10.11 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union at Step 3, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

10.12 Policy Grievances

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, this dispute shall be discussed initially with the Branch Manager or designate, or the Union within fourteen (14) calendar days of the occurrence or the Parties becoming aware of the issue. Where no satisfactory agreement is reached, either Party, within a further fourteen (14) calendar days, may submit the dispute to Step 4 of the grievance procedure.

ARTICLE 11 - PERSONNEL RECORDS

11.1 Entries to Files

Copies of all appraisal and discipline entries in an employee's personnel file shall be submitted to the employee at the time of recording.

11.2 Burden of Proof

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

11.3 Dismissal and Suspension

Written confirmation of suspension or dismissal shall be given to the employee and sent to the BCGEU Staff Representative stating the reasons for the suspension or dismissal, within seven (7) days of the action being taken.

11.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, adverse reports and adverse employee evaluations. Upon the employee's request, any such document, other than formal employee appraisals, shall be removed from the employee's file eighteen (18) months from the date it was issued, provided there have not been any further disciplinary actions against the employee. Record of suspensions shall remain in the employee's file for a period of eighteen (18) months following the expiry of the suspension.

11.5 Personnel Files

The President of the Union, or his designate, shall, upon the written authority of an employee and with appropriate notice, be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.

11.6 Evaluation Reports 11.6 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. Provision shall be made for an employee to sign the appraisal as either agreeing or disagreeing with the appraisal. The employee shall sign the appraisal. No employee may initiate a grievance regarding an appraisal unless it is an adverse appraisal and the employee has signed as disagreeing with the appraisal. An employee shall, upon request, receive a copy of an evaluation at the time of signing.

11.7 Right To Have A Steward Present 11.7 Right To Have A Steward Present

(a) An employee shall have the right to have her steward present at any disciplinary meeting. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance in order that the employee may contact her steward, provided this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to consult with a BCGEU Staff Representative and to have a BCGEU Staff Representative present at any disciplinary meeting, provided that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 12 - SENIORITY AND PROBATIONARY PERIOD

12.1 Seniority Defined 12.1 Seniority Defined

Seniority is defined as the length of continuous employment with the Employer measured in hours paid. An up-to-date seniority list shall be posted on the bulletin board on a monthly basis.

12.2 Loss of Seniority 12.2 Loss of Seniority

An employee on leave of absence without pay shall not accumulate seniority. Upon return to work, the employee will be credited with seniority accumulated prior to the leave of absence.

An employee shall lose her seniority and be deemed terminated if:

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her position; or
- (c) she abandons her position.

12.3 Probationary Period 12.3 Probationary Period

(a) A new employee shall be a probationary employee during her first six hundred (600) hours of paid employment. During that period, a probationary employee may be rejected for just cause. The test of just cause shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels she has been aggrieved by the decision to reject the employee during the probationary period, she may grieve the decision at Step 2 through the formal grievance procedure within fourteen (14) days of receiving the notice of the rejection.

12.4 Portability 12.4 Portability

An employee may request to transfer to another ParaMed Branch certified with the BCGEU. If the employee's transfer application is accepted, the employee will port seniority.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff

If a reduction in regular staff is necessary, employees shall be laid off in reverse order of overall seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

Employees on layoff shall be recalled in order of overall seniority with the Employer, provided they are qualified to do the work available.

The recalled employee must indicate their intention to return to work within five (5) days of receipt, by registered mail, of the recall notice. The employee shall return to work at a time suitable to the Employer, but not without consideration to the employee who may need time to rearrange personal affairs.

13.2 Advance Notice

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, she shall be paid in lieu of work for that part of the twenty (20) days during which work was not available.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Service

The work week shall provide for continuous service Sunday through Saturday, twenty-four (24) hours per day.

14.2 Hours

The normal hours of work shall be eight (8) hours per day, exclusive of an unpaid meal period and an average of forty (40) hours per week, except for live-in and overnight situations.

14.3 Shift Schedules

(a) Regularly scheduled hours shall be confined to a ten (10) consecutive hour period. The ten (10) hour period shall not vary from day to day. The ten (10) hour period may be changed based on operational requirements or by mutual agreement between the Employer and the employee.

(b) Notwithstanding 14.3(a), the parties recognize an individual client may require service in excess of eight (8) hours. Employees shall have the option of accepting such assignments to a maximum of twelve (12) hours in a day. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the BCGEU Staff Representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with two (2) weeks written notice.

(c) Employees, except those doing live-ins and overnight shifts shall not work more than six (6) consecutive days without receiving two (2) days off work.

14.4 Scheduling of Hours

(a) Regular employees shall be scheduled client hours based on seniority subject to the employee's ability to meet specific client needs, skills, and experience required to the specific assignment and geographic location.

An employee's ability to meet specific client needs shall be determined using the following criteria:

- (i) language and cultural needs of the client;
- (ii) physical ability to provide appropriate care to the client;
- (iii) client preference for care by caregiver based on gender;
- (iv) continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client.

(b) Regular employees who lose regular hours, shall be scheduled a comparable number of replacement hours within the next fourteen (14) day period, based on the scheduling criteria in paragraph (a) above, providing:

- (i) there are new regular hours available;
- (ii) there are relief hours available;
- (iii) there are regular hours currently assigned to the most junior casual employees.

(c) Regular HSAs, who are awaiting the assignment of replacement hours in their own classification pursuant to paragraph (b) above, shall have the option of being scheduled for HSW work under paragraph (a) above. In such circumstances, the following provisions shall apply:

- (i) The HSA shall be paid at the HSW rate for the hours worked on the HSW work assignment.
- (ii) The HSA will be entitled to replace the HSW work assignment with an HSA work assignment when the latter assignment becomes available for the employee pursuant to paragraph (a) above.

An offer of replacement hours by the Employer as described above shall constitute compliance with this Article.

Where the hours are available, they shall be within the employee's ten (10) consecutive hour period. If the hours are not within these periods, they shall be replaced with hours within the periods as soon as they become available in accordance with this clause.

Regular employees may refuse hours only if the hours are not confined to the ten (10) consecutive hour period.

The replacement of hours shall have priority over the maximizing of hours.

(d) Casual Employees

(i) Hours shall be assigned based on seniority subject to the employee's availability, the employee's ability to meet specific client needs, skill and experience required in the specific assignment and geographic location.

(ii) Casual employees must submit an availability form to the Employer prior to January 1st, April 1st, July 1st and October 1st of each year. Casual employees may refuse

assignments on days where they have stated they are available, three (3) times in any six (6) month period. On the fourth refusal, the casual employee shall be terminated. It is understood that the casual employee shall be entitled to unpaid vacations scheduled pursuant to Article 17.5.

(iii) Upon written request, the Employer shall provide the Union with the schedules worked by casual employees specifying daily hours, the specific client service times and the type of assignments (HSA or HSW).

(e) An employee who is on an authorized leave of absence shall, upon return to work, be assigned replacement hours comparable to the number they had immediately prior to the leave, in accordance with Article 14.4. Employees shall provide the Employer with fourteen (14) days' notice of return to work where possible.

14.5 Employee/Client Compatibility

(a) Either the client or the employee shall have the right to terminate the services which the employee is providing to that particular client.

(b) If the employee wishes to terminate the work assignment, she shall give the Employer reasonable notice to allow the Employer the opportunity to arrange for another employee to provide the required services. In these circumstances, the employee shall receive comparable replacement hours pursuant to Article 14.4(b).

(c) If the client terminates the services, the employee shall receive comparable replacement hours under Article 14.4(b).

14.6 Split Shifts

Employees working more than one (1) scheduled shift per day shall have the right to refuse split shifts, except those confined to a ten (10) consecutive hour period.

14.7 Minimum Hours

(a) Every effort shall be made to offer employees assignments totalling at least four (4) hours in any one (1) day with the exception where:

- (i) scheduling necessitates;
- (ii) the employee has advised the Employer that she wishes to work for less than four (4) hours; or
- (iii) there is an emergency situation.

(b) An employee reporting to work but unable to commence her duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to her Supervisor. Employees shall be entitled to receive payment for the cancelled hours to a maximum of two (2) hours for any of the cancelled hours, or the number of hours which the Employer receives funding for from the purchaser of the services, whichever is greater.

14.8 Meal Periods

Unless the employee and the Employer otherwise agree, an unpaid meal period of one-half hour will be provided during each employee's shift of five (5) hours or more.

If the employee is required by the Employer to remain at the work site during the meal period, the employee shall be paid for the meal period.

14.9 Travel Time 14.9 Travel Time

Travel time between clients shall be scheduled by the Employer and is included in the employee's paid hours of work.

ARTICLE 15 - OVERTIME

15.1 Overtime Compensation 15.1 Overtime Compensation

Overtime worked which has been authorized in advance by the Employer shall be compensated at the following rates, except for employees doing live-in or overnight shifts:

- (a) double time (2x) for all hours worked in excess of twelve (12) hours per day;
- (b) double time (2x) for all hours worked in excess of sixty (60) hours per week, excluding hours in (a); and
- (c) double time (2x) for all hours worked in excess of eighty (80) hours per bi-weekly period, excluding hours in (a) and (b).

15.2 Right To Refuse Overtime 15.2 Right To Refuse Overtime

All employees shall have the right to refuse to work overtime, except in emergency situations, without being subject to discipline for so refusing.

15.3 Live-in and Overnight Shifts 15.3 Live-in and Overnight Shifts

Live-in shifts shall be paid a daily rate, as outlined in Appendix I, based on the number of hours purchased by the purchaser of the service. Benefits shall be accrued based on eight (8) hours per day.

Overnight shifts shall be paid a minimum of six (6) hours at the employees regular rate of pay, or the number of hours purchased by the purchaser of the service, if those hours exceed six (6) hours. All hours paid shall be used in the determination of benefit entitlement.

Upon request the hours purchased by the purchaser of live-in shifts and overnight shifts will be provided to the Union for all clients.

Employees will not be scheduled to do live-in or overnight shifts unless the employee has indicated in writing to the Employer they will accept such shifts.

Live-in employees shall be entitled to a break, without loss of pay, of two (2) consecutive hours between 9:00 a.m. and 9:00 p.m. unless mutually agreed otherwise.

15.4 Rest Interval 15.4 Rest Interval

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

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

The following have been designated as paid holidays:

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

16.2 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to an additional day's pay, pro-rated, which shall be paid in the pay period in which the paid holiday occurs. If the employee requests an unpaid day off in lieu of the holiday, the unpaid day off will be scheduled by mutual agreement within thirty (30) days of the paid holiday.

16.3 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1-½) for all hours worked, plus an additional day's pay, pro-rated, which shall be paid in the pay period in which the paid holiday occurs. If the employee requests an unpaid day off in lieu of the holiday, the unpaid day off will be scheduled by mutual agreement within thirty (30) days of the paid holiday.

16.4 Holiday Coinciding with a Day of Vacation

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

16.5 Qualifying for Holidays

Employees who have been employed at least thirty (30) days by the Employer shall be compensated for the holiday on the following basis:

(a) if they have worked at least fifteen (15) of the last thirty (30) days before the holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;

(b) if they have worked less than fifteen (15) of the last thirty (30) days before the holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

ARTICLE 17 - ANNUAL VACATION

17.1 Annual Vacation Entitlement

Vacation entitlement shall be earned based on a calendar year, to be taken in the subsequent calendar year.

Regular employees shall earn the vacation entitlement as follows:

(a) After one (1) year's continuous service - two (2) calendar week's vacation, based on four percent (4%) of straight time pay.

(b) After three (3) years' continuous service - three (3) calendar week's vacation, based on six percent (6%) of straight time pay.

(c) After ten (10) years' continuous service - four (4) calendar week's vacation, based on eight percent (8%) of straight time pay.

17.2 Vacation - Casuals 17.2 Vacation - Casuals

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

After five (5) consecutive years of employment, casual employees shall be paid six percent (6%) of their straight-time pay in lieu of vacation.

17.3 Vacation Schedules 17.3 Vacation Schedules

Subject to operational requirements, vacation may be scheduled at any time during the calendar year.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and Employer.

17.4 Call Back 17.4 Call Back

Employees who have commenced their annual vacation shall not be called back to work except in the case of extreme emergency.

17.5 Preference in Vacation 17.5 Preference in Vacation

Vacation choice shall be granted on the basis of seniority. Vacation requests must be submitted to the Employer by the end of April in each year. Vacation schedules shall be confirmed by May 30th of each year. Employees who do not submit their vacation requests by the end of April shall not be able to exercise their seniority to request vacation. An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of the second vacation period only after all other first choices have been made. The same shall apply to subsequent vacation periods.

17.6 Vacation Pay 17.6 Vacation Pay

Upon fourteen (14) days' advance notice in writing, an employee shall be entitled to receive her vacation pay prior to commencement of vacation.

ARTICLE 18 - SICK LEAVE

18.1 Wage Indemnity 18.1 Wage Indemnity

Employees who have completed their probationary period shall accrue sick leave credits to a maximum of forty (40) hours. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.

ARTICLE 19 - LEAVE OF ABSENCE

19.1 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Whenever possible, such requests shall be in writing and must be approved by the Employer. Such requests shall not be unreasonably denied.

19.2 Leaves in Excess of Twenty (20) Work Days

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in a calendar year. Time off pursuant to Article 2.9 shall not be taken into consideration.

19.3 Bereavement Leave

An employee is entitled to up to three (3) days of unpaid leave on the death of a member of the employee's immediate family.

19.4 Jury Duty

The Employer shall grant leave to an employee attending court as a juror. The seniority and service credits of an employee shall be deemed to be continuous during the leave. The Employer will continue to make the Employer's payment to benefit plans during the leave as long as the employee makes the employee payments during the leave.

19.5 Family Illness

An employee is entitled up to five (5) days of unpaid leave per year for family responsibilities related to:

- (a) the care, health, or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family.

ARTICLE 20 - MATERNITY LEAVE

20.1 Maternity Leave

(a) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

The request must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave and be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

(b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

(c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

(d) Where an employee gives birth, or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

(e) Where an employee who has been granted leave of absence under this article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one (1) or more medical certificates, but not exceeding a total of six (6) consecutive weeks.

20.2 Parental Leave

(a) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).

(b) A request under subsection (a) must:

(i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and

(ii) be accompanied by:

(1) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Article 20.1, or

(2) a letter from the agency that placed the child providing evidence of the adoption of the child.

(c) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:

(i) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 20.1, unless the Employer and the employee agree otherwise;

(ii) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child; and

(iii) in the case of an adopting mother or father, following the adoption of the child within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

(d) If

(i) the newborn child or adopted child will be, or is at least, six (6) months of age at the time the child comes into actual care and custody of the mother or father, and

(ii) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under Subsection (c).

20.3 Combined Maternity and Parental Leave

An employee's combined entitlement to a leave of absence from work under Articles 20.1 and 20.2 shall not exceed thirty-two (32) weeks.

20.4 Employee's Inability to Perform Duties Because of Pregnancy

An employer may require an employee to commence a leave of absence under Article 20.1 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

20.5 Employment Deemed Continuous

The services of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 17 and 23 and the Employer shall continue to make payments to the plans in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

20.6 Reinstatement

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in a Collective Agreement, comply with Subsection (a).

ARTICLE 21 - MILEAGE

21.1 Allowances

The Employer shall pay an employee thirty cents (30¢) per hour excluding live-in shifts, in lieu of all mileage and travel costs.

ARTICLE 22 - PAY DAYS

22.1 Pay Days

Employees will be paid twice each month, ten (10) calendar days after the first and the fifteenth day of each month. Pay cheques will be presented in such a way as to maintain the confidentiality of the cheque.

ARTICLE 23 - HEALTH CARE PLANS

23.1 B.C. Medical 23.1 B.C. Medical

The Employer shall pay fifty percent (50%) of the regular monthly premiums for eligible regular employees who have completed the probationary period, their spouse, and dependents, for medical coverage under the B.C. Medical Plan.

23.2 Extended Health Care Plan 23.2 Extended Health Care Plan

Regular employees, who have completed the probationary period, shall be provided with an Extended Health Plan covering eighty percent (80%) of eligible expenses with a twenty-five dollar/fifty dollar (\$25.00/\$50.00) (single/family) deductible.

The Employer shall pay fifty percent (50%) of the monthly premiums.

23.3 Dental Plan 23.3 Dental Plan

Regular employees, who have completed the probationary period, shall be provided with a Dental Plan covering eighty percent (80%) of eligible expenses, no deductible, with a one thousand dollars (\$1,000.00) maximum per employee and each dependent per calendar year.

The Employer shall pay fifty percent (50%) of the monthly premiums.

23.4 Life Insurance and Accidental Death and Dismemberment 23.4 Life Insurance and Accidental Death and Dismemberment

Regular employees, who have completed the probationary period, shall be provided with a Group Life Insurance Plan covering ten thousand (\$10,000.00) dollars.

The Employer shall pay one hundred percent (100%) of the monthly premiums.

23.5 23.5

The Dental Plan and Extended Health Plan shall cover employees, their spouses, and dependents, provided they are not enrolled in another plan.

23.6 23.6

All health care plans shall be governed by the Master Plan document between the Employer and the insurance carrier.

ARTICLE 24 - TECHNOLOGICAL CHANGE

The procedure to be followed by the Parties concerning technological change shall be in accordance with Section 54 of the *Labour Relations Code of British Columbia*.

ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY

25.125.1

The Union and the Employer agree that all applicable regulations made pursuant to the Workers' Compensation Act, or any other Statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

25.225.2

The Employer agrees to provide and maintain Workers' Compensation coverage for all employees.

25.325.3

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 the promotion of safe workplace practices.

25.425.4

The Parties agree that a Joint Occupational Health and Safety Committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

25.525.5

The Employer and the Union will each appoint no more than two (2) persons to serve on the Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending Committee meetings. By mutual agreement, the Employer and the employees may agree to a larger committee.

25.625.6

Training and/or instruction in caring for aggressive clients will be made available to employees. When the Employer is aware that a client has a history of aggressive behaviour, the Employer shall make such information available to those employees who may be required to care for that client. The information shall include specific instructions on the approach to be taken when providing care to that aggressive client. Employees shall also be made aware of the proper procedure to be followed should the employee encounter an unsafe situation involving an aggressive client. The Occupational Health and Safety committee may make recommendations regarding training and/or instruction.

25.725.7

In consultation with the Medical Health Officer, employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

25.825.8

Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled. While an employee is in receipt of W.C.B. wage loss benefits, statutory holidays and vacations will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this article.

Article 23 will continue to apply to employees who are in receipt of W.C.B. wage loss benefits. In addition, employees shall continue to accrue seniority for a six (6) month period. Seniority accrual shall be based on the employees average weekly hours in the pay period preceding the absence.

ARTICLE 26 - WAGE SCHEDULES

26.126.1

- (a) Employees shall be compensated as outlined in Appendix I.
- (b) New wage rates shall be implemented on the first pay period in the month following the date of ratification of both parties. Retroactivity shall be paid by the second pay period after the transfer of funds from the purchaser of the service.
- (c) Employees who have severed employment subsequent to April 1, 1994, or the date of certification, whichever is later shall be paid retroactivity. The Employer shall notify all such employees once, in writing, at their last known address that such retroactivity is payable upon written application. Written application must be received by the Employer within sixty (60) days of notification.
- (d) Retroactivity shall be calculated on paid hours.

26.2 26.2

An employee classified as a Home Support Aide must hold the Provincial Home Support Certificate or a recognized post secondary educational equivalent.

An employee currently classified as an HSA shall maintain their classification.

26.326.3

An employee classified as an HSA shall be assigned to clients requiring personal assistance as assessed by the purchaser of service and shall be paid the HSA rate for all hours worked in providing service to these clients. If the Employer requires an HSA to provide service to a non-personal assistance client, or if the HSA is assigned non-personal assistance work pursuant to Article 14.4(c), the Employer shall pay the employee the HSW rate immediately lower than her HSA rate.

26.426.4

An employee classified as an HSW shall be assigned to clients not requiring personal assistance, as assessed by the purchaser of service and shall be paid the HSW rate of pay for all hours worked in providing service to those clients.

At the option of the Employer, an employee classified as an HSW may be trained to provide personal assistance services to a specific client and shall be paid the HSA rate immediately higher than her HSW rate.

26.526.5

All hours worked shall be taken into consideration for increment progression purposes. For the purpose of this Article, the parties agree that Leave pursuant to Article 2.6 and 2.9 shall be considered time worked.

26.626.6

When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Indemnity27.1 Indemnity

Except where there has been willful misconduct or negligence on the part of the employee, the Employer agrees that it will:

(a) exempt and save harmless, employees from any liability action arising from the proper performance of her duties for the Employer; and

(b) assume all costs, legal fees and other expenses arising from any such action.

27.2 Inservice Training27.2 Inservice Training

An employee who is required by the Employer to attend a mandatory inservice program shall be paid at his/her regular rate of pay for the time spent attending the program.

Voluntary inservices shall be without pay and an employee will not be obligated to attend these voluntary inservices.

ARTICLE 28 - TERM OF AGREEMENT

28.1 Duration28.1 Duration

This Agreement shall be binding and remain in effect from April 1, 1994, or date of certification, whichever is later, to March 31, 1998.

28.2 Notice of Bargaining28.2 Notice of Bargaining

Both Parties will be deemed to have been given notice, and Section 28.3 of this Article will apply.

28.3 Commencement of Bargaining28.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 28.2, the Parties shall, within fourteen (14) days of notice being given, commence collective bargaining.

28.4 Change in Agreement28.4 Change in Agreement

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

28.5 Agreement to Continue in Force28.5 Agreement to Continue in Force

This Agreement shall continue in effect after the expiry date during the period of bona fide collective bargaining.

28.6 Effective Date of Agreement28.6 Effective Date of Agreement

The provisions of this Agreement, unless otherwise specified, shall come into full force and effect on the date of ratification by the Parties.

28.7 Section 50(4) of the *Labour Relations Code* 28.7 Section 50(4) of the *Labour Relations Code*

The Parties agree that Section 50(4) of the *Labour Relations Code of British Columbia* is not applicable to this Collective Agreement.

Signed on behalf of the BCGEU:

Dated:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wemhof, Burquitlam

Janice Burrige, Abbotsford

Gloria Wilson, Surrey

Lorna Foisy, Prince George

Carol Meyer, Coordinated Bargaining
Representative

Signed on behalf of the Employer:

Para-Med Health Services

Para-Med Health Services

Para-Med Health Services

HEABC

HEABC

HEABC

Dated:

APPENDIX I
Wage SchedulesWage Schedules

Hourly Wage Schedule - Home Support
Abbotsford, Burquitlam, Prince George, Nanaimo, North Vancouver, Vancouver

Date	Increment	Companion	Home Support Worker	Home Support Aide
Current	Start	\$ 7.15	\$ 9.25	\$10.25
	2000 Hrs	-	\$ 9.50	\$10.50
	4000 Hrs	-	\$ 9.75	\$10.75
	6000 Hrs	-	\$ 9.90	\$11.00
Date of Certification or April 1, 1994 if Later (+ \$0.25)	Start	\$ 7.40	\$ 9.50	\$10.50
	2000 Hrs	-	\$ 9.75	\$10.75
	4000 Hrs	-	\$10.00	\$11.00
	6000 Hrs	-	\$10.15	\$11.25
January 1, 1995 (HSW & Companion + \$0.30)	Start	\$ 7.40	\$ 9.80	\$11.05
	2000 Hrs	-	\$10.05	\$11.30
	4000 Hrs	-	\$10.30	\$11.55

Date	Increment	Companion	Home Support Worker	Home Support Aide
(HSA & LPN+ \$0.55)	6000 Hrs	-	\$10.45	\$11.80
April 1, 1995 (+ \$0.25)	Start	\$ 7.65	\$10.05	\$11.30
	2000 Hrs	-	\$10.30	\$11.55
	4000 Hrs	-	\$10.55	\$11.80
	6000 Hrs	-	\$10.70	\$12.05
October 1, 1995 (HSA, LPN + \$0.55) (HSW + \$0.30)	Start	\$ 7.65	\$10.35	\$11.85
	2000 Hrs	-	\$10.60	\$12.10
	4000 Hrs	-	\$10.85	\$12.35
	6000 Hrs	-	\$11.00	\$12.60
April 1, 1996 (+ \$0.25)	Start	\$ 7.90	\$10.60	\$12.10
	1800 Hrs	-	\$10.85	\$12.35
	3600 Hrs	-	\$11.10	\$12.60
	5400 Hrs	-	\$11.25	\$12.85
October 1, 1996 (+ \$0.60)	Start	\$ 7.90	\$11.20	\$12.70
	1800 Hrs	-	\$11.45	\$12.95
	3600 Hrs	-	\$11.70	\$13.20
	5400 Hrs	-	\$11.85	\$13.45
December 16, 1996 (HSA, HSW, LPN + \$0.85) (Companion + \$0.35)	Start	\$ 8.25	\$12.05	\$13.55
	1800 Hrs	-	\$12.30	\$13.80
	3600 Hrs	-	\$12.55	\$14.05
	5400 Hrs	-	\$12.70	\$14.30
April 1, 1997	Start	\$ 8.25	\$12.05	\$13.55
	1800 Hrs	-	\$12.30	\$13.80
	3600 Hrs	-	\$12.55	\$14.05
	5400 Hrs	-	\$12.70	\$14.30

**Hourly Wage Schedule - Home Support
Surrey & Victoria**

Date	Increment	CA Companion	Home Support Worker	Home Support Aide
Current	Start	\$ 7.50	\$ 9.60	\$10.75
	2000 Hrs	-	\$10.00	\$11.00
	4000 Hrs	-	\$10.25	\$11.50
	6000 Hrs	-	-	\$12.00
Date of Certification or April 1, 1994 if Later (+ \$0.25)	Start	\$ 7.75	\$ 9.85	\$11.00
	2000 Hrs	-	\$10.25	\$11.25
	4000 Hrs	-	\$10.50	\$11.75
	6000 Hrs	-	-	\$12.25
January 1, 1995 (HSW + \$0.30) (HSA & LPN + \$0.55)	Start	\$ 7.75	\$10.15	\$11.55
	2000 Hrs	-	\$10.55	\$11.80
	4000 Hrs	-	\$10.80	\$12.30
	6000 Hrs	-	-	\$12.80
April 1, 1995 (+ \$0.25)	Start	\$ 8.00	\$10.40	\$11.80
	2000 Hrs	-	\$10.80	\$12.05
	4000 Hrs	-	\$11.05	\$12.55
	6000 Hrs	-	-	\$13.05
October 1, 1995 (HSW + \$0.30) (HSA, LPN + \$0.55)	Start	\$ 8.00	\$10.70	\$12.35
	2000 Hrs	-	\$11.10	\$12.60
	4000 Hrs	-	\$11.35	\$13.10
	6000 Hrs	-	-	\$13.60
April 1, 1996 (+ \$0.25)	Start	\$ 8.25	\$10.95	\$12.60
	1800 Hrs	-	\$11.35	\$12.85
	3600 Hrs	-	\$11.60	\$13.35
	5400 Hrs	-	-	\$13.85
October 1, 1996 (HSW + \$0.50 + \$0.35 + \$0.25) (HSA, LPN + \$0.10)	Start	\$ 8.25	\$11.45	\$12.70
	1800 Hrs	-	\$11.70	\$12.95
	3600 Hrs	-	\$11.85	\$13.45
	5400 Hrs	-	-	\$13.85
December 16, 1996 (HSW & LPN + \$0.85) (HSA + \$0.85 + \$0.70 + \$0.45)	Start	\$ 8.25	\$12.30	\$13.55
	1800 Hrs	-	\$12.55	\$13.80
	3600 Hrs	-	\$12.70	\$14.15
	5400 Hrs	-	-	\$14.30
April 1, 1997	Start	\$ 8.25	\$12.30	\$13.55
	1800 Hrs	-	\$12.55	\$13.80
	3600 Hrs	-	\$12.70	\$14.15
	5400 Hrs	-	-	\$14.30

**Wage Schedule - Live-Ins
All Branches**

Date	Live-In 6 hours <i>(daily rate)</i>	Live-In 8 hours <i>(daily rate)</i>	Live-In 9 hours <i>(daily rate)</i>	Live-In 10 hours <i>(daily rate)</i>	Live-In 12 hours <i>(daily rate)</i>	Live-In QRT <i>(daily rate)</i>
Current	65.00	83.00	93.00	103.50	121.00	125.00
April 1, 1994 (or certification date)	66.00	85.00	95.00	105.00	125.00	130.00
January 1, 1995	66.30	88.40	99.45	110.50	132.60	137.60
April 1, 1995	67.80	90.40	102.60	113.00	135.60	140.60
October 1, 1995	71.10	94.80	106.65	118.50	142.20	147.20
April 1, 1996	72.60	96.80	108.90	121.00	145.20	150.20
October 1, 1996	76.20	101.60	114.30	127.00	152.40	157.20
December 16, 1996	81.30	108.40	121.95	135.50	162.60	167.60
April 1, 1997	81.30	108.40	121.95	135.50	162.60	167.60

LPN Live-In Rates - Article 15.3

Employees working live-in shifts shall be paid at the entry level LPN rate, times the number of hours purchased by the purchaser of the service. Benefits shall be accrued based on eight (8) hours per day.

Hourly Wage Schedule - LPN

Date	Increment	LPN Gov't Contract
Current	Start	13.50
	2000 hours	13.75
	4000 hours	14.00
	6000 hours	14.25
Date of Certification or April 1, 1994 if Later (+\$0.25)	Start	13.75
	2000 hours	14.00
	4000 hours	14.25
	6000 hours	14.50
January 1, 1995 (HSW & Companion + \$0.30) (HSA & LPN + \$0.55)	Start	14.30
	2000 hours	14.55
	4000 hours	14.80
	6000 hours	15.05
April 1, 1995 (+ \$0.25)	Start	14.55
	2000 hours	14.80
	4000 hours	15.05
	6000 hours	15.30
October 1, 1995 (HSW + \$0.30) (HSA, LPN + \$0.55)	Start	15.10
	2000 hours	15.35
	4000 hours	15.60
	6000 hours	15.85
April 1, 1996 (+ \$0.25)	Start	15.35
	1800 hours	15.60
	3600 hours	15.85
	5400 hours	16.10
October 1, 1996 (+ \$0.60)	Start	15.95
	1800 hours	16.20
	3600 hours	16.45
	5400 hours	16.70
December 16, 1996 (Companion + \$0.35) (HSW, HSA & LPN + \$0.85)	Start	16.80
	1800 hours	17.05
	3600 hours	17.30
	5400 hours	17.55
April 1, 1997	Start	16.80
	1800 hours	17.05
	3600 hours	17.30
	5400 hours	17.55
October 1, 1997	Start	16.80
	1800 hours	17.05
	3600 hours	17.30
	5400 hours	17.55

MEMORANDUM OF AGREEMENT

between the

HEALTH EMPLOYERS ASSOCIATION OF B.C.

(on behalf of Para-Med Health Services -
Abbotsford, Burquitlam, Nanaimo, North Vancouver, Surrey, Vancouver,
Victoria, and Prince George Branches)

and the

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

Re: Private LPN and Cleaner Rates

Employees will not be scheduled to do Private LPN or Cleaner assignments unless the employee has indicated in writing to the Employer that they will accept such shifts.

The following wage rates shall apply to the Private LPN and Cleaner Rates:

Date	LPN (Private)	Cleaner
Current	13.00	-
April 1, 1994 (or date of certification if later)	13.25	-
January 1, 1995	13.50	-
April 1, 1995	13.75	8.00
October 1, 1995	14.00	8.00
April 1, 1996	14.25	8.25
October 1, 1996	14.50	8.25
April 1, 1997	14.75	8.50
October 1, 1997	14.75	8.50

Signed on behalf of the BCGEU:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wemhof, Burquitlam

Janice Burrige, Abbotsford

Gloria Wilson, Surrey

Lorna Foisy, Prince George

Carol Meyer, Coordinated Bargaining Representative

Dated:

Signed on behalf of the Employer:

Para-Med Health Services

Para-Med Health Services

Para-Med Health Services

HEABC

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HEABC

Dated:

MEMORANDUM OF AGREEMENT

between the

HEALTH EMPLOYERS ASSOCIATION OF B.C.

**(on behalf of Para-Med Health Services -
Abbotsford, Burquitlam, Nanaimo, North Vancouver, Surrey, Vancouver,
Victoria, and Prince George Branches)**

and the

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

Re: Transition Period - Training Re: Transition Period - Training

The Employer is committed to maintaining an organization where all employees can experience growth and development. To this end, the Union and the Employer agree to seek funding to assist eligible Home Support Workers to obtain the necessary qualifications to become Home Support Aides.

Signed on behalf of the BCGEU:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wemhof, Burquitlam

Janice Burrige, Abbotsford

Gloria Wilson, Surrey

Lorna Foisy, Prince George

Carol Meyer, Coordinated Bargaining Representative

Dated:

Signed on behalf of the Employer:

Para-Med Health Services

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Dated:

MEMORANDUM OF AGREEMENT

between the

HEALTH EMPLOYERS ASSOCIATION OF B.C.

**(on behalf of Para-Med Health Services -
Abbotsford, Burquitlam, Nanaimo, North Vancouver, Surrey, Vancouver,
Victoria, and Prince George Branches)**

and the

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

Re: Attached Workers Re: Attached Workers

The parties agree that Attached Workers are those employees that come to the Employer with a client and are hired for that specific client only. The employment of the Attached Workers is terminated once the service to that particular client ceases for any reason.

The Union and the Employer agree that the Collective Agreement applies to Attached Workers, with the exception of the Articles listed below:

Article 13, 14.3, 14.4, 14.5, 14.6, 14.7.

The Employer's current practice with respect to scheduling shall be maintained.

Signed on behalf of the BCGEU:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wemhof, Burquitlam

Janice Burrige, Abbotsford

Gloria Wilson, Surrey

Lorna Foisy, Prince George

Carol Meyer, Coordinated Bargaining Representative

Dated:

Signed on behalf of the Employer:

Para-Med Health Services

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Dated: _____

MEMORANDUM OF AGREEMENT

between the

HEALTH EMPLOYERS ASSOCIATION OF B.C.

**(on behalf of Para-Med Health Services -
Abbotsford, Burquitlam, Nanaimo, North Vancouver, Surrey, Vancouver,
Victoria, and Prince George Branches)**

and the

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

Re: Wage Status of Current Employees Re: Wage Status of Current Employees

Employees currently classified as an HSA who currently receive the HSA rate of pay for all hours worked, shall continue to be paid the HSA rate for all hours worked.

Signed on behalf of the BCGEU:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wemhof, Burquitlam

Janice Burrige, Abbotsford

Gloria Wilson, Surrey

Lorna Foisy, Prince George

Carol Meyer, Coordinated Bargaining Representative

Dated:

Signed on behalf of the Employer:

Para-Med Health Services

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Dated:

MEMORANDUM OF AGREEMENT

between the

HEALTH EMPLOYERS ASSOCIATION OF B.C.

**(on behalf of Para-Med Health Services -
Abbotsford, Burquitlam, Nanaimo, North Vancouver, Surrey, Vancouver,
Victoria, and Prince George Branches)**

and the

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

Re: Creekview 202 Re: Creekview 202

The Collective Agreement applies to the Creekview Project 202, except as varied or replaced as follows:

Article 13 - Layoff and Recall

For the purposes of layoff only pursuant to this Article, employees at Creekview shall be considered a separate seniority unit. Recall shall be as per Article 14 of the Collective Agreement.

Article 14 - Hours of Work

Article 14 of the Collective Agreement shall apply to LPNs at Creekview except as varied below:

Article 14.2 - Hours of Work

Normal hours of work shall be an average of forty (40) hours per week, except live in and overnight situations.

Article 14.3 - Shift Schedules

(a) Any change proposed by the Employer regarding Hours of Work, starting and finishing times, or days of work, shall only be implemented after providing the current employees in that position(s) with a minimum of fourteen (14) days' notice of the change. The notice period may be waived by mutual agreement between the Employer and the employee.

(b) The Employer's current practice with respect to the exchange of shifts with the approval of the Employer shall be maintained. The parties agree that employees shall not receive overtime wages for any shifts or hours worked as a result of the shift exchange.

(c) The parties recognize that clients at Creekview require service in excess of eight (8) hours. Employees shall have the option of accepting such assignments to a maximum of twelve (12) hours in a day. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the BCGEU Staff Representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with four (4) weeks' written notice.

(d) The Employer shall schedule no less than two (2) consecutive days off in any calendar week unless the employee and the Employer agree otherwise or unless an employee accepts a shift pursuant to a shift exchange in this Article.

Article 14.4 (b) and (c)

Do not apply.

Article 14.5 - Employee/Client Compatibility

Does not apply.

Article 14.8 - Meal Period

This Article shall apply with the addition of the following:

Two (2) meal periods of one-half hour will be provided during each employee's scheduled work shift of twelve (12) hours or more.

Article 14.9 - Rest Periods (For all Creekview Employees)

Unless the employee and the Employer otherwise agree, a rest period of fifteen (15) minutes shall be provided during an employee's shift of five hours or more. An employee working an eight (8) hour shift shall receive two (2) rest periods of fifteen (15) minutes each.

Article 14.10 - Meetings

Employees who are required to attend meetings shall be paid at their regular rate of pay for all hours in attendance at the meeting.

Article 15.3 - Live-In and Overnight Shifts

This Article shall be replaced with respect to Creekview as follows:

"A live-in shift at Creekview is a twenty-four (24) hours shift commencing at 11:00 p.m. LPNs working this shift shall receive twelve (12) hours' pay at their regular rate of pay plus a two (2) hour sleep over premium at their regular rate of pay for the shift."

Article 27.2 - Inservice Training

This Article shall apply with the addition of the following:

The Employer shall offer mandatory in-service of CPR training.

Signed on behalf of the BCGEU:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wemhof, Burquitlam

Janice Burrige, Abbotsford

Gloria Wilson, Surrey

Lorna Foisy, Prince George

Carol Meyer, Coordinated Bargaining Representative

Dated:

Signed on behalf of the Employer:

Para-Med Health Services

Para-Med Health Services

Para-Med Health Services

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Dated:

LETTER OF UNDERSTANDING

between the

HEALTH EMPLOYERS ASSOCIATION OF B.C.

**(on behalf of Para-Med Health Services -
Abbotsford, Burquitlam, Nanaimo, North Vancouver, Surrey, Vancouver,
Victoria, and Prince George Branches)**

and the

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

Re: Article 12.1 - Seniority Defined Re: Article 12.1 - Seniority Defined

The parties agree that seniority is based on the reconciliation completed on January 1, 1991. Employees may only grieve any errors regarding the reconciliation in the seniority list within thirty (30) days after ratification of this agreement.

Signed on behalf of the BCGEU:

John Shields, President

Richard Robinson, Victoria

Preston Woodcock, Vancouver, Nanaimo

Suzanne Rouse, Vancouver

Stephanie Dianna, North Shore

Monique Wernhof, Burquitlam

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Carol Meyer, Coordinated Bargaining Representative

Dated:

Signed on behalf of the Employer:

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