

**COLLECTIVE AGREEMENT**

**between the**

**H&H TOTAL CARE SERVICES**

**and the**

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

**Effective from July 4, 1999 to July 14, 2003**

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**DEFINITIONS**

For the purpose of this Agreement:

- (1) *"basic pay"* - means the rate of pay in each wage schedule;
- (2) *"employee"* - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (3) *"Employer"* means H&H Total Care Services.
- (4) *"leave of absence with pay"* - means to be absent from duty with permission and with pay.
- (5) *"leave of absence without pay"* - means to be absent from duty with permission but without pay.
- (6) *"Union"* - means the B.C. Government and Service Employees' Union.

The parties agree that portions of the Collective Agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the Agreement and the parties agree that neither party will either gain or lose any benefit contained in the Agreement as a result of this change.

## ARTICLE 1 - PREAMBLE

### 1.1 Preamble

The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Therefore, it is the purpose of both parties to this agreement:

- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well being and security of all employees in the bargaining unit of the Union while recognizing that the care of the residents served by the home will achieve greater independence and autonomy;
- (e) to provide competent services to the development of the residents of the home to the fullest extent possible, using methods which promote the dignity, respect and well being of the residents and the economy of operation and quality and quantity of service. It is recognized by this agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said objective;
- (f) to promote autonomy and independence of the residents in their home.

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

NOW THEREFORE, the Parties agree as follows:

### 1.2 Future Legislation

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

- (a) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- (b) the Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

### 1.3 Conflict with Regulations

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

### 1.4 Use of Feminine and Singular Terms

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

### 1.5 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment by other employees. An employee allegedly being harassed shall register the complaint in writing to the Administrator/Director of Care either directly or through the Union, who are required to respond to the Administrator/Director of Care forthwith. The Administrator/Director of Care shall deal with the complaint with all possible confidentiality.

The Administrator/Director of Care 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 shall be cause for discipline, up to and including dismissal.

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

### 1.6 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 Administrator/Director of Care, either directly or through the Union. The Administrator/Director of Care shall deal with the complaint with all possible confidentiality.

(b) "*Harassment*" is defined as:

(1) "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 Administrator/Director of Care 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.

Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Article 8.15.

If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

(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 shall be cause for discipline, up to and including dismissal.

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

## ARTICLE 2 - RECOGNITION OF THE UNION

### 2.1 Bargaining Agent Recognition

(a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification.

### 2.2 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

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

### 2.3 No Other Agreement

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

### 2.4 No Discrimination

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia (SBC Chapter 22 assented to May 16, 1984).

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

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 or activity of the Union.

### 2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select three (3) stewards and three (3) alternates to represent employees who ideally will be representative of the care component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of his/her department head and in his/her absence the person in charge before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of

pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her department head and in his/her absence the person in charge.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for two (2) stewards who are members of safety committees;
- (e) attending meetings called by Management.

A shop steward entering another work area on Union business must first notify the department head of that area.

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

## **2.6 Bulletin Board**

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in the staff lunchroom. The use of such bulletin board shall be restricted to the business affairs of the Union and for the display of one Union shop card.

## **2.7 Badges, Insignia and Union Shop Cards**

- (a) A union member shall have the right to wear one (1) Union pin, badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer a Union shop card for the Employer's place of operation, to be displayed on the premise at a mutually agreed location. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*".

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

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Any employees assigned to cover essential services as defined in the Labour Code and the Essential Services Disputes Act shall be authorized and permitted to cross a legal picket line.

## **2.9 Unpaid Leave - Union Business**

- (a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of B.C., provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining.

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

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

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

## **2.10 Membership Information**

The Employer agrees to provide to the Union twice a year, within the first week of the months of February and July, a list of all union members, their current job categories, and employee status, known to the Employer.

As an alternative to providing a written list and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

## **ARTICLE 3 - UNION SECURITY**

- (a) Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.
- (b) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member of the Union.

## **ARTICLE 4 - CHECK OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

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

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

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

The Union will give reasonable notice to the Employer of any change in Union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

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

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

#### **ARTICLE 5 - 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 Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her 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 the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

##### **6.1 Rights Reserved**

The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

##### **6.2 Management Rights**

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) hire, direct, and assign work to employees;
- (b) promote, demote, transfer, layoff, recall or retire employees;
- (c) suspend, discipline and discharge employees for just and reasonable cause;
- (d) evaluate job performance;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- (g) establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement;
- (h) maintain order, discipline and efficiency; and
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

### 7.1 Representation

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

### 7.2 Union Bargaining Committee

A Union Bargaining Committee shall be elected and consist of a maximum of three (3) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 2.9 - Unpaid Leave - Union Business.

### 7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a BCGEU Staff Representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representative shall provide reasonable notice to the Administrator or his/her designate/person in charge in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

### 7.4 Definition of Employee Status

- (a) *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 on a hourly basis and are entitled to all benefits outlined in this Collective Agreement.

(b) *Regular Part-Time Employee* - A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Any part-time employee posting into a full-time relief position shall continue with the benefits that are entitled to a part-time employee. If the incumbent does not return, the position shall be reposted.

(c) For the purposes of this Agreement, one (1) year worked is equal to sixteen hundred and ninety (1690) hours.

### **7.5 Casual Employees**

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 and/or temporary position. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum - Casual Employees.

### **7.6 Casual Employee Probationary Period**

(a) Casual employees shall serve a probationary period of four hundred eighty (480) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.

(b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period of four hundred eighty (480) hours.

(c) Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period under Article 12.4.

### **7.7 Temporary Position to Accommodate Workload Hours**

*Temporary Positions to Accommodate Workload Hours* - The Employer has the ability to post a maximum of one (1) temporary regular position in each of the cook, dietary aide, activity aide, care aide, LPN, and housekeeping/laundry departments in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the Employer will either:

- (a) post a permanent position;
- (b) end the term position;
- (c) extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice to the employee in the temporary position. At the end of the temporary term of following seven (7) days written notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

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

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

## **8.2 Step 1**

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

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and his/her immediate department head in accordance with Step 1 of the grievance procedure.

## **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, must do so not later than:

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

## **8.4 Step 2**

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

## **8.5 Time Limit to Reply at Step 2**

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

## **8.6 Step 3**

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

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

- (b) fourteen (14) days after the Employer's reply was due.

### **8.7 Time Limit to Reply at Step 3**

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

### **8.8 Submit to Arbitration**

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

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

### **8.9 Administrative Provisions**

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

### **8.10 Management Grievance**

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

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

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

### **8.11 Time Limits**

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

### **8.12 Deviation from Grievance Procedure**

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

### **8.13 Policy Grievances**

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

### **8.14 Dismissal or Suspension**

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

### **8.15 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, member of the Association of Arbitrators or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date time does not run in respect of the grievance procedure.

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

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

### **9.2 Composition of the Board of Arbitration**

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement within seven (7) days:

- (a) Within seven (7) days thereafter, the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then select an impartial chairperson.
- (b) The parties may mutually agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators which shall be appended to this Agreement.

### **9.3 Failure to Appoint**

If the recipient of the notice fails to appoint a nominee or the two appointees fail to agree upon a chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either party.

#### **9.4 Decision of Board**

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. 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. Any recommendations from this arbitration can be handled through Article 29.6 if an appendix may be necessary.

#### **9.5 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.

#### **9.6 Expenses of Arbitration**

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;
- (b) one-half (½) of the fees and expenses of the Chairperson.

#### **9.7 Amending Time Limits**

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

#### **9.8 Expedited Arbitration**

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

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Master or a Component Agreement;
- (6) grievances relating to Article 14 of the Master Agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision;
- (d) all decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the arbitrator;
- (g) the expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of members of the Association of Arbitrators, or a substitute mutually agreed to by the parties.

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

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

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

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union or his/her designate.

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

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

### **10.4 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for

the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

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

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

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

### **10.5 Personnel File**

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate written notice, prior to having access to such file.

(b) With reasonable written notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept.

Access to the file shall be not later than seven (7) days after notice is given.

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

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

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

Where a Director of Care intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a Staff Representative of the Union and to have another Shop Steward or alternate present at any disciplinary discussion with Director of Care and Department Head personnel, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.7 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her person in charge within two (2) work days, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with Westminster House and shall accumulate based on straight-time hours paid since the date of employment with the Employer.

Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

The above applies to the following articles (as outlined in Memorandum of Agreement):

- Article 12.1 - Postings
- Article 13.0 - Layoff & Recall
- Article 17.5 - Vacation Scheduling
- Article 17.1 - Vacation Entitlement
- Article 25.0 - Health & Welfare

When an employee changes from a full-time position to a part-time or a casual position the new placement of this employee on the seniority list shall be determined by the total hours worked and points combined compared to other employees in the same category.

When an employee changes from casual to part-time or a full-time position then the hours and points accumulated in the previous position shall be carried over to their new position but only hours earned in their new position will be taken into consideration for job postings or vacation scheduling.

Employees shall continue to accrue seniority during the following:

- Regular hours;
- Overtime hours ;
- Paid sick leave;
- Up to twenty (20) days unpaid leave of absence;
- Hours while off work due to ICBC;
- Vacation hours;
- Statutory holiday hours;
- Union business;
- Maternity leave; and
- WCB.

## **11.2 Seniority Lists**

Seniority lists for regular full-time employees shall be posted within the first week of the months of February and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of February, July, and October. The seniority lists shall include the name, job category, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate and to the Bargaining Unit Chairperson. Such lists shall be open for final correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

## **11.3 Loss of Seniority**

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than twelve (12) months;
- (d) he/she abandons his/her position in accordance with Article 10.7;

- (e) he/she is on layoff and fails to report when recalled for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer.

#### 11.4 Same Service Seniority Date

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

### ARTICLE 12 - VACANCY POSTING

#### 12.1 Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of one (1) calendar month and which the Employer is seeking to fill. A one-time increase of seven (7) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

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

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

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

- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of one (1) month or less shall be filled in accordance with Appendix 2.

- (e) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.

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

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

- (h) *Temporary Positions to Accommodate Workload Hours* - The employer has the ability to post a maximum of one (1) temporary regular position in each of the cook, dietary aide, activity aide, care aide, LPN, and housekeeping/laundry departments in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the Employer will either:

- (1) post a permanent position;
- (2) end the term position;
- (3) extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice to the employee in the temporary position. At the end of the temporary term of following seven (7) days written notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

## **12.2 Selection Criteria**

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

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

## **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of four hundred eighty (480) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

## **12.4 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred eighty (480) hours. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

## **12.5 Applications from Employees**

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

## **12.6 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

## **ARTICLE 13 - LAYOFF AND RECALL**

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.

The Employer shall give regular employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) Less than 5 years seniority .....twenty eight (28) calendar days (4 weeks);
- (b) 5 years seniority.....thirty five (35) calendar days (5 weeks);
- (c) 6 years seniority.....forty two (42) calendar days (6 weeks);
- (d) 7 years seniority.....forty nine (49) calendar days (7 weeks);
- (e) 8 or more years seniority.....fifty six (56) calendar days (8 weeks).

Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire or flood.

Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.

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.

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 seniority, provided such transfer does not effect a promotion and provided, further, the employee possesses the ability 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. Bumping rights must be exercised within twenty eight (28) days of notification of displacement.

A transfer under this Article shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

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

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

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

### **14.1 Continuous Operation**

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

### **14.2 Hours of Work**

The hours of work of a regular full-time employee will normally be seven and one-half (7½) hours per day, exclusive of an unpaid meal period, and an average of thirty-five (35) hours per week.

### **14.3 Scheduling Provisions**

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) schedules at least fourteen (14) days in advance of the effective date.
- (c) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (d) There shall be no split shifts.

- (e) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours pay at his/her regular rate if he/she commences work.
- (f) Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer.
- (g) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.
- (h) The Employer's designate and the Union steward at the local level will work together on schedules based upon the shift patterns and hours of work clauses in the relevant Agreement and the provision of this Article including the following:
  - (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules;
  - (3) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an arbitrator.

#### 14.4 Shift Differential

- (a) Employees working the evening shift shall be paid a shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (b) Employees working the night shift shall be paid a shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (c) In this section "*evening shift*" means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours) "*night shift*" means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).
- (d) Effective July 4, 1999, employees working the weekend shift shall be paid the shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (e) Weekend shift means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

#### 14.5 Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

## ARTICLE 15 - OVERTIME

### 15.1 Definition of Overtime

- (a) *"Overtime"* means work performed by an employee in excess of the hours outlined in Article 14.2.
- (b) *"Straight time rate"* means the hourly rate of remuneration.
- (c) *"Time and one-half"* means one and one-half times the straight time rate.
- (d) *"Double-time"* means employees will be paid a two times (2x) their regular hourly rate for all hours worked after eleven (11) hours in a twenty-four (24) hour period.

### 15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Director of Care/Person In Charge.

### 15.3 Right to Refuse Overtime

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

### 15.4 Overtime for Part-time Employees

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

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

### 15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½) for the first three and one-half (3½) hours of overtime on a regularly scheduled work day;
- (b) double-time (2x) in excess of (a);
- (c) time and one-half (1½) for all hours worked on a day of rest, but employees shall not have the day off rescheduled;
- (d) overtime shall be compensated in cash.

### 15.6 Callback

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable rate.

**15.7 Rest Interval**

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

**15.8 Shift Exchanges**

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.

**15.9 Overtime Meal Allowance**

An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours shall be provided with a meal at the Employer's expense. One-half hour without pay shall be allowed the employee in order that he/she may take a meal break at or adjacent to his/her place of work. A fifteen (15) minute paid coffee break will be scheduled as close to the beginning of the overtime period as possible. This clause shall not apply to part-time employees until the requirements have been met. In the case of an employee called out on overtime to work a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

**ARTICLE 16 - PAID HOLIDAYS****16.1 Paid Holidays**

Regular employees shall be entitled to a day off with pay (in accordance to the equivalent hours worked and statutory holiday worked) for each of the following statutory holidays:

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

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall be a paid holiday as per Article 1.2.

Effective January 1, 1996 full-time employees may take at their discretion one (1) float day each calendar year with full pay to a maximum seven and one-half (7½) hours. The employee shall give at least two (2) weeks notice for a float day to the Employer.

An employee shall not be permitted to take a float day on the day requested if that results in another employee working and being paid at overtime rates of pay.

**16.2 Scheduling of Paid Holidays**

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Entitlement should be scheduled by mutual agreement within sixty (60) days.

**16.3 Holiday Falling on a Scheduled Work Day**

In addition to Article 16.2 a regular employee who works on any of the above-noted holidays shall be compensated at the rate of time and one-half (1½) for all hours worked.

**16.4 Holiday Coinciding With a Day of Vacation**

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

**16.5 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 15th of each year.

**16.6 Paid Holiday Pay**

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

**ARTICLE 17 - ANNUAL VACATIONS****17.1 Entitlement**

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

<b>Period</b>	<b>Time Off</b>	<b>% of Gross Annual Earnings Vacation Pay</b>
less than 2 years	two (2) weeks	four point two percent (4.2%)
2 years or less than 4 years	three (3) weeks or four (4) weeks*	six point two percent (6.2%)
4 years or more	four (4) weeks	eight point two percent (8.2%)

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

*\*Option for one (1) additional week may be taken as requested and outlined in Article 17.6.*

At the employee's option, the vacation time away from the facility for a regular part-time employee may be reduced to an amount not less than two (2) weeks in duration.

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

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

**17.2 Vacation Earnings for Partial Year**

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before he/she has completed five (5) working days of employment is not entitled to annual vacation pay.

**17.3 Vacation Carryover**

An employee may carry over up to five (5) days' vacation leave per vacation per year for two (2) consecutive vacation years, up to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an employee to take his/her carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee's vacation entitlement. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 1st of each vacation year.

**17.4 Call Back**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

**17.5 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four (4) vacation periods, per vacation year unless mutually agreed.

All earned vacation time shall be taken, including statutory holidays, as time off, unless an employee exercises their rights under Article 17.3.

**17.6 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before:
  - (1) November 1st for the period January 1 through April 30th; and
  - (2) March 1st for the period May 1st through December 31st.

- (b) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

### **17.7 Vacation Pay**

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

### **17.8 Vacation Credits Upon Death**

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

### **17.9 Reinstatement Of Vacation Days - Sick Leave**

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

## **ARTICLE 18 - SICK LEAVE**

### **18.1 Sick Leave Entitlement**

- (a) Regular employees who have completed the probationary period of four hundred and eighty (480) hours will accumulate sick leave in the following manner:

All full-time regular employees shall be granted one (1) day sick leave with pay for every month in service retroactive to the date of hire. All part-time regular employees shall accrue sick leave prorated to the full-time rate on a monthly basis. Such employees shall accumulate no more than twelve (12) days sick leave.

- (b) Where specialist appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from the accumulated sick leave credits. The Employer may require an employee to substantiate a claim for sick leave payment.
- (c) Employee's may use up to three (3) days sick leave per year where they are needed to attend to a substantiated illness in the employees immediate family which for this Article shall mean: child, parent, or other direct dependent.
- (d) An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

### **18.2 Employee to Inform Employer**

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

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

Employees who have been absent for an extended period of time must provide sufficient notice to the Employer prior to their return to work.

It is a guide that longer notice is required for absenteeism in excess of thirty (30) consecutive calendar days.

Sick leave with pay is only payable because of sickness/family leave. Employees who are absent from duty because of frequent or excessive sickness may be required to prove sickness in future instances for a specified time frame upon notification from the Employer.

### **18.3 Expiration of Sick Leave Credits**

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 20.4. If the employee is not fit to return to his/her previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

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

Employees who wish to continue to coverage under Articles 25.1, 25.2, and 25.3, may do so provided the employee pays the full cost of the premiums.

### **18.4 Probationary Period**

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

### **18.5 Third Party Coverage**

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to surrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

### **18.6 Sick Leave Credits**

The Employer shall advise an employee, in writing, of his/her accumulated sick leave credits in the months of January and July.

### 18.7 Worker's Compensation Board Coverage

Employees qualifying for WCB coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

## ARTICLE 19 - WORKERS' COMPENSATION

### 19.1 Sick Leave/Workers' Compensation

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

### 19.2 Benefits While on Compensation

Employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on Unpaid Leave of Absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Article 11.1 shall continue to accrue;
- (b) accumulative benefits shall continue to accrue;
- (c) the Health and Welfare provisions of Article 25 will continue to apply.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 20.5 - Health and Welfare Benefits While on Unpaid Leave of Absence.

### 19.3 Employee to Contact Employer

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

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

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Special and Other Leave

- (a) *Attend formal hearing to become a Canadian Citizen* - one (1) day with pay.
- (b) *Paternity leave* - one (1) day with pay.
- (c) *Parental leave* - a birth parent or an adopting parent is entitled to unpaid parental leave of up to twelve (12) consecutive weeks. This leave may be extended by up to five (5) weeks if the child requires an additional period of parental care.
- (d) *Family Responsibility leave* - an employee is entitled to up to five (5) days of unpaid leave or a combination of Article 18.1(c) and an additional two (2) days of unpaid leave per year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family. **Immediate family** means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

- (e) *Marriage of the employee* - one (1) day.
- (f) *Attend funeral as pall-bearer* - one-half (□) day.

## **20.2 Compassionate Leave**

- (a) If an employee is bereaved of a spouse, parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, daughter or son-in-law, she shall be granted a leave of absence of three (3) days with pay provided the funeral is attended.
- (b) If an employee is not able to attend the funeral, the leave of absence shall be for one (1) day with pay only, for the purpose of attending a memorial service or similar cause. If an employee is unable to attend the funeral of his/her spouse, parent or child, the leave of absence shall be for two (2) days with pay.
- (c) The days granted shall be between the date of death and the day after the funeral.
- (d) Bereavement pay shall be paid only for days upon which the employee was scheduled to work.

## **20.3 Unpaid Leave for Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Articles 20.4 and 20.5.

## **20.4 Unpaid Leave**

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (c) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

## **20.5 Health and Welfare Benefits While on Unpaid Leave of Absence**

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

## **20.6 Education Leave**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.

### **20.7 Jury Duty and Leave for Court Appearances**

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

## **ARTICLE 21 - - MATERNITY AND ADOPTION LEAVE**

### **21.1 Maternity and Adoption Leave**

Pregnancy shall not constitute cause for dismissal.

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

Employees shall be granted maternity leave of absence without pay.

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

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

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

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

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

### **21.2 Adoption Leave**

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

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

Employees shall give *written* notice fourteen (14) days prior to the commencement of adoption leave of absence without pay and employees shall give fourteen (14) days *written* notice of their intention to return to work prior to the termination of the leave of absence.

## ARTICLE 22 - SAFETY AND HEALTH

### 22.1 Safety Committee

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

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

The Union representatives shall be employees at the workplace.

### 22.2 Committee Responsibilities

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

The Union agrees to actively pursue with the other health care unions certified within the same facility a Joint Union Committee for the purposes of this Article.

### 22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

### 22.4 Transportation

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

### 22.5 Right to Refuse Unsafe Conditions

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board Inspector rules it safe.

### 22.6 Lieu Time to Attend Meetings

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

### 22.7 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) Employer

representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate and the Bargaining Committee Chairperson.

### **ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

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

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

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

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

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

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

### **ARTICLE 24 - CONTRACTING OUT**

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

### **ARTICLE 25 - HEALTH AND WELFARE PLANS**

#### **25.1 Health and Welfare Plans**

Following notification that the probationary period has been successfully completed, the Employer agrees to provide the following:

- (a) *Medical Services Plan* - one hundred percent (100%) of the premium cost of B.C. Medical Services Plan for eligible full-time and part-time employees and their dependents;
- (b) *Drug Plan* - one hundred percent (100%) of the premium cost of a 25/25 deductible drug plan at one hundred percent (100%) reimbursement for eligible full-time and part-time employees and their dependents;
- (c) *Extended Health Care Plan* - One hundred percent (100%) of the premium cost of an Extended Health Care package providing a variety of professional services coverage, medical appliance coverage, out of province emergency medical treatment with no cap, referrals out of Canada for treatment

unavailable in Canada, and hearing aid coverage, for eligible full-time and part-time employees and their dependents.

The Employer will attempt to negotiate with the insurance company a eyeglass benefit by July, 2002. If unsuccessful the Employer will provide the full-time employee only, not dependents, a one hundred dollar (\$100) amount upon proof of receipt towards a prescribed need for eyeglasses or a needed change to the employee's prescription.

(d) *Dental Plan* - one hundred percent (100%) of the premium cost of a 25/50 deductible for a preventative dental plan at eighty percent (80%) reimbursement, fifty percent (50%) cost of major services and fifty percent (50%) of the cost of orthodontic services. Orthodontics services are subject to a one thousand dollar (\$1,000) maximum per person per lifetime. Reimbursement is for all eligible full-time and part-time employees and their dependents.

(e) *Life Insurance Policy* - one hundred percent (100%) of the premium cost of a life insurance policy of twenty thousand dollars (\$20,000) for eligible full-time and part-time employees.

(f) *Long Term Disability Plan* - one hundred percent (100%) of the premium cost of a long term disability plan providing benefits payable after a one hundred and nineteen (119) day wait up to age 65 providing sixty percent (60%) of wages to a maximum of three thousand five hundred dollars (\$3500) per month for full-time employees only. The plan shall be mandatory and shall cover post-probationary employees.

## **25.2 Commencement of Coverage**

(a) All employees entitled to coverage under the insurances outlined in Article 25.1 shall themselves be responsible for completing a requisition form requesting such coverage. Such requisition form shall be made available by the administration.

(b) Coverage under the provisions of this Article shall apply to the indicated eligible employees in each subsection. A part-time employee is eligible if he/she works on average twenty-two and one-half (22.5) hours per week on a regularly scheduled basis and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

## **25.3 RRSP**

The Employer agrees to become a contributing Employer to the Group Registered Retirement Savings Plan (Group RRSP) as per Appendix 3.

## **ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES**

(a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.

(b) The Employer shall supply and maintain uniforms for employees who are required to wear same.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Paydays**

(a) Employees shall be paid biweekly. Paydays shall be every second Friday.

(b) The distribution of paycheque stubs shall be as per current practises.

**27.2 Relieving in Higher Rates Positions**

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a salary range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive eight percent (8%) more than his/her current rate.

**27.3 Pay on Temporary Assignment**

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

**27.4 Mileage**

An allowance of thirty six cents (36¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

Parking will be paid by the Employer.

**27.5 Staff Meals**

Current prices and practices for staff snacks and meals as of November 20, 1995 shall remain the same during the life of the agreement.

The staff prices for meals effective July 1, 2001 will be:

Full meal .....	\$2.50
Partial meal .....	\$1.25
Breakfast .....	\$1.25
Juices/Milk .....	\$.50

The staff prices for meals effective July 1, 2003 will be:

Full meal .....	\$3.00
Partial meal .....	\$1.50
Breakfast .....	\$1.50
Juices/Milk .....	\$.75

Coffee and tea will be continued to be supplied free of charge.

**27.6 Vaccination and Inoculation Effective July 1, 2000**

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no

cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a 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.

## ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

### 28.1 Job Descriptions

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

### 28.2 New Classifications/Duties

#### (a) *Notice of New Positions*

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

#### (b) *Notice of Changed Positions*

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

## ARTICLE 29 - GENERAL CONDITIONS

### 29.1 Indemnity

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

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

## **29.2 Employer Property**

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

## **29.3 Copies of Agreement**

The Union and the Employer desires 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 and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff.

## **29.4 Volunteers and Bargaining Unit Work**

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

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this Agreement, is consistent with the above.

## **29.5 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of one hundred dollars (\$100), for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

## **29.6 Joint Labour/Management Committee**

- (a) The parties agree to establish a Joint Committee composed of two (2) employees appointed by the Union and two (2) representatives of the Employer.
- (b) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An Employer representative and a Union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this Agreement.
- (f) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

**ARTICLE 30 - TERM OF AGREEMENT**

**30.1 Duration**

This Agreement shall be binding and remain in effect until midnight July 14, 2003.

**30.2 Notice to Bargain**

- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after April 30, 2003, but in any event, no later than midnight on May 31, 2003.
- (b) Where no notice is given by either party prior to May 31, 2003, both parties shall be deemed to have been given notice under this section on May 31, 2003.
- (c) All notices on behalf of the Union shall be given by the Staff Representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

**30.3 Change in Agreement**

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

**30.4 Agreement to Continue in Force**

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

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

**30.5 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF THE  
UNION:**

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Hank VanRyk  
President

\_\_\_\_\_  
Sandra Todosychuk  
Bargaining Committee Chairperson

\_\_\_\_\_  
Hendrik VanRyk  
Administrator

\_\_\_\_\_  
Linda Bird  
Bargaining Committee Member

\_\_\_\_\_  
Karen Armitage  
Director of Care

\_\_\_\_\_  
Yvonne Ricketts  
Bargaining Committee Member

\_\_\_\_\_  
Oli Magnusson  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

## APPENDIX 1 - WAGE SCHEDULE

## Classifications and Hourly Rates

Job Category		Current	First p/p in July 1999	First p/p in July 2000	First p/p in July 2001	First p/p in July 2002	First p/p in July 2003
Care Aide/ Recreation Aide	<i>Start</i>	\$14.00	\$14.51	\$14.85	\$15.15	\$15.30	\$ 15.50
	<i>480</i>	14.50	15.01	15.35	15.65	15.80	16.00
	<i>1 year</i>	15.00	15.51	15.85	16.15	16.30	16.50
	<i>2 years</i>	15.50	16.01	16.35	16.65	16.80	17.00
Housekeeping/ Laundry/ Dietary Aide	<i>Start</i>	14.00	14.10	14.15	14.20	14.30	14.40
	<i>480</i>	14.50	14.60	14.65	14.70	14.80	14.90
	<i>1 year</i>	15.00	15.10	15.15	15.20	15.30	15.40
	<i>2 years</i>	15.50	15.60	15.65	15.70	15.80	15.90
Cook	<i>Start</i>	16.00	16.14	16.50	16.85	16.95	17.00
	<i>480</i>	16.50	16.64	17.00	17.35	17.45	17.50
	<i>1 year</i>	17.00	17.14	17.50	17.85	17.95	18.00
	<i>2 years</i>	18.00	18.14	18.50	18.85	18.95	19.00
LPN	<i>Start</i>	16.75	16.85	17.00	17.25	17.50	17.75
	<i>480</i>	17.00	17.10	17.25	17.50	17.75	18.00
	<i>1 year</i>	17.25	17.35	17.50	17.75	18.00	18.25
	<i>2 years</i>	17.75	17.85	18.00	18.25	18.50	18.75

## APPENDIX 2

## PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK

**Casual Employee Work Assignment**

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 one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - < Vacation relief;
  - < Sick leave relief;
  - < Education relief;
  - < Maternity leave relief;
  - < Compassionate leave relief;
  - < Union business relief;
  - < Educational leave relief; and
  - < Such other leave relief as is provided by the Collective Agreement.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department, except where the Employer and the Union otherwise agree in good faith.

Where an employee who is currently qualified as of July 1, 1999 for more than one classification will be eligible to be registered for more than one classification.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 12 of the Collective Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
- (b) Where a position is filled by a casual employee under Section 3 and that position will last more than six (6) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 12(1) of this Addendum:
  - < Medical Plan;
  - < Dental Plan and Extended Health Care Plan;
  - < Group Life Insurance; and
  - < Long Term Disability Insurance Plan .

(c) Coverage under this Section shall cease when either the regular incumbent returns to the position, or the casual employee is no longer working in the posted position.

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

- (a) Article 1 - Purpose of Agreement
- (b) Article 2 - Recognition of the Union
- (c) Article 3 - Union Security
- (d) Article 4 - Checkoff of Union Dues
- (e) Article 5 - Employer and Union Shall Acquaint New Employees
- (f) Article 6 - Employer's Rights
- (g) Article 7 - Employer and Union Relations
- (h) Article 8 - Grievances
- (i) Article 9 - Arbitration
- (j) Article 10 - Dismissal, Suspension and Discipline
- (k) Article 11 - Seniority
- (l) Article 12 - Vacancy Posting except for Article 12.3
- (m) Article 14 - Hours of Work; except for 14.3(a)(e)(g)
- (n) Article 15 - Overtime, except for 15.5(c), 15.6 and 15.8
- (o) Article 22 - Safety and Health
- (p) Article 24 - Contracting Out
- (q) Article 26 - Work Clothing and Related Supplies
- (r) Article 27 - Payment of Wages and Allowances; except Articles 27.3 and 27.4
- (s) Article 28 - Notice of New and Changed Positions
- (t) Article 30 - General Conditions
- (u) Article 31 - Term of Agreement
- (v) Appendix 2 - Procedure for calling Casual Employees for Work
- (w) Wage Schedule

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

All casual employees shall have the opportunity to enroll in the Company Benefit Plan if they so desire, provided they pay both the Employer's portion and their own.

6. Casual employees shall accumulate seniority on the basis of the number of hours worked.

7. The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) 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.

8. The manner in which casual employees shall be called to work shall be as follows:

- (a) 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.

(b) 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 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.

(c) 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.

(d) Casual employees who are employed by any other health care facility in any capacity shall notify the Employer ten (10) days prior to the beginning of each month: (a) the name of the other health care facility; (b) the schedule that they are required to work at the other health care facility; and (c) the days and times that they shall be available to work.

Where the employees fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on five (5) consecutive occasions in a one (1) month period or periods during which they indicate they will be available to work may be terminated.

(e) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

9. Casual employees shall not be dismissed except for just and proper cause.
10. 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 when it becomes necessary to expand the work force.
11.
  - (a) The master casual employee seniority list and 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 February 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 of seniority date shall be added to such classification registry or registries as are applicable in the order that they are hired.
  - (b) 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 of seniority.
  - (c) The Employer shall send to the Union a revised copy of the master casual seniority list and of each classification registry maintained by the Employer upon request.
12.
  - (a) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty (480) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
  - (b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period pursuant to Article 12.3 of the Collective Agreement.

- (c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.3.
13. Casual employees shall receive eight point two percent (8.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays. Effective the first pay period in July, 2002, casual employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
  14. A regular employee who is laid off shall be entitled, as of 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.
  15. Regular part-time employees may be registered for casual work under this Addendum except that Sections 12, 13 and 14 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.  
  
Sick leave credits accumulated may be used by regular part-time employees who becomes 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.
  16. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

**APPENDIX 3**  
**GROUP RRSP**

The Employer agrees to become a contributing Employer to the Group Registered Retirement Savings Plan (Group RRSP).

All eligible full-time employees shall join the Plan.

Employer contributions to the Plan will be on the following basis:

- (a) effective January 1, 1996, the Employer will remit twenty-five cents (25¢) for each hour worked on behalf of each eligible employee.
- (b) effective January 1, 1997 the Employer will continue with the payment as per 1.2(a), and employees will have twenty-five cents (25¢) per hour deducted from their pay and remitted along with the Employer's contribution to the Plan Carrier.
- (c) "*hours worked*" shall include hours worked, paid holidays, annual vacations paid sick leave or paid special leave.

A carrier for the Group RRSP will be determined by the BCGEU. The carrier will determine the remittance procedure of the contributions to the Plan.

**APPENDIX 4**

**EXCLUSIONS**

Registered Nurses

Registered Psychiatric Nurses

Licensed Graduate Nurses

Director of Care/Person in Charge

Administrator

Maintenance

Accountant/Payroll

Confidential Secretary

Chaplain

Activity Coordinator - to be determined by Memorandum of Agreement #2 - Union position protected.

Food Supervisor - Food Service Contract

Hairdresser

## MEMORANDUM OF AGREEMENT #1

- (1) This letter is to be read in conjunction with the Collective Agreement between the parties.
- (2) The Employer will use the start dates submitted by the Union to calculate increments for the full-time and part-time employees so named in this letter.
- (3) The Employer agrees to credit the increments calculated on the basis of one hundred points (100) per month for full-time employees and fifty points (50) per month for part-time employees.
- (4) The increments are to be utilized only for the following purposes:
  - (a) scheduling of vacation time
  - (b) applying for future job postings for new or vacant positions
- (5) The increments are:
  - (a) of non-monetary value
  - (b) to be implemented with the date of effect of the Collective Agreement.
  - (c) in addition to the hours worked for H&H Total Care Services since September 13, 1993.
  - (d) these increments will be for the duration of this contract period only till July 1, 1999.
- (6) Paid vacation accrual is calculated on hours worked with H&H Total Care Services only.
- (7) The following list of names and credited increments are to be the only eligible employees covered by this Letter of Agreement.

McGrath, Melita	4000
Todosychuk, Sandra	4000
Hoekstra, Brenda	4000
Faustino, Norma	3500
Bird, Linda	3200
Holmes, Liz	2900
Ricketts, Yvonne	2800
Mundi, Amy	2400
Macioszek, Maria	1400
Hill, Lorraine	1200
Alconcel, Gloria	1200
Ockey, Marion	1100
Thiessen, Heather	800
Housekeeping Staff	***
Dietary Staff	***

**MEMORANDUM OF AGREEMENT #2**

**Activity Coordinator Exclusion**

- (1) This letter is to read in conjunction with the Collective Agreement between the parties.
- (2) Should the position of Activity Coordinator be established at a future date within the duration of this contract, the parties agree that this position is outside the bargaining unit as per Appendix 4.
- (3) The so named Activity Coordinator must be a graduate of a Geriatric Activity Coordinator Certificate program.
- (4) This proposed position would involve supervision of activity aide(s) and volunteers as well as acceptance of responsibility that the resident's individual activity needs are assessed, identified and incorporated into care plans.
- (5) The current union activity aide position will be maintained in conjunction with the proposed Activity Coordinator position.

**MEMORANDUM OF AGREEMENT #3**

**Common-Law Marriages**

*"Common-law spouse"* is defined as a man or woman not married to each other, who have lived together as husband and wife for a period of not less than two (2) years.

**MEMORANDUM OF AGREEMENT #4**

**Facility Closure**

It is agreed by the parties that in the event of a closure of Westminster House, qualified employees laid off as a result of the closure, shall be given priority placement for casual positions at any of the facilities operated by H&H Total Care Services. Selection for regular on-going vacancies will be governed by the terms of the collective agreement. Employees who wish priority placement should indicate their desire to do so in writing to the facility.

This Memorandum expires July 14, 2003.

MEMORANDUM OF AGREEMENT #5

With this letter the provision of this Collective Agreement will not take effect until July 1, 1999. Nothing in this agreement can be retro or delayed in implementation except the following as per agreed.

- (a) Salary increase effective of July 4, 1999 (Appendix 1).
- (b) Pension contribution, RRSP effective of January 1, 1996 (Appendix 1).
- (c) Float day effective after January 1, 1996 (Article 16.1).
- (d) Health and Welfare Plan Article 25.1 effective July 4, 1999 - Revisions.
- (e) MOA #3 Comparability - Deleted as of July 4, 1999.