

COLLECTIVE AGREEMENT

between

**BURQUITLAM SENIORS HOUSING SOCIETY
LJ CHRISTMAS MANOR**

Represented by

**HEALTH EMPLOYERS ASSOCIATION OF
BRITISH COLUMBIA (HEABC)**

and the

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

Effective from April 1, 1999 to March 31, 2002

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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 Burquitlam Seniors Housing Society - *LJ Christmas Manor*
- (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.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

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

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, either directly or through the Union. The Administrator shall deal with the complaint with all possible confidentiality.

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

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

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

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

1.6 Personal 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, either directly or through the Union. The Administrator shall deal with the complaint with all possible confidentiality.

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

The Administrator 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 Administrator'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 may be cause for discipline, up to and including dismissal.

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent or 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 except those employees employed in positions listed in Appendix 1.

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 agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of his/her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

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. 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 immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

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

A shop steward entering another work area on union business must first notify the immediate supervisor 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 Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement at the local level. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.7 Badges, Insignia, and Union Shop Cards

- (a) A union member shall have the right to wear a Union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer Union Shop Cards for the Employer's places of operation, to be displayed on the premises at a mutually agreed location. Such cards 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.

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.

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

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

2.10 Membership Information

The Employer agrees to provide to the Union twice a year, within the first week of the months of January and October, a list of all union members, their current job categories, employee status, and addresses 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

3.1

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.

3.2

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's Constitution and 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 & 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

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

6.2

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

6.3

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

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 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 Regular Employees

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half (7½) hours per day, an average of thirty seven and one-half (37½) hours per week exclusive of unpaid meal periods.

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

- (b) A regular part-time employee is one who is appointed to a regularly scheduled position but works more than an average of fifteen (15) hours per week but less than an average of thirty seven and one-half (37½) hours per week, exclusive of unpaid meal periods.

A regular part-time employee is entitled to all of the benefits of this Agreement on a prorated basis, except as specified in Article 25.5.

7.5 Casual Employees

- (a) A casual employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
 - (1) paid leave relief
 - (2) unpaid leave relief
 - (3) temporary increase of workload situations
 - (4) special functions and catering
- (b) Casual employees are covered only by the following provisions of the Collective Agreement:
 - (1) Article 1 - Purpose of Agreement
 - (2) Article 2 - Recognition of the Union
 - (3) Article 3 - Union Security

- (4) Article 4 - Check Off of Union Dues
- (5) Article 5 - Employer & Union Shall Acquaint New Employees
- (6) Article 6 - Employer's Rights
- (7) Article 7 - Employer/Union Relations
- (8) Article 8 - Grievances
- (9) Article 9 - Arbitration
- (10) Article 10 - Dismissal, Suspension and Discipline
- (11) Article 11 - Seniority
- (12) Article 12 - Vacancy Posting; except for 12.3
- (13) Article 14 - Hours of Work; except for 14.3(a), (e) and (g)
- (14) Article 15 - Overtime; except for 15.5(c), 15.6 and 15.8
- (15) Article 22 - Safety and Health
- (16) Article 24 - Contracting Out
- (17) Article 26 - Work Clothing and Related Supplies
- (18) Article 27 - Payment of Wages and Allowances; except 27.3 and 27.4
- (19) Article 28 - Notice of New and Changed Positions
- (20) Article 30 - General Conditions
- (21) Article 31 - Term of Agreement
- (22) Appendix 3 - Procedure for Calling Casual Employees for Work
- (23) Wage Schedule

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

Casual employees shall be called in accordance with Appendix 3 - Procedure for Calling Casual Employees In For Work.

Casual employees shall be paid eight percent (8%) in lieu of benefits. Effective April 1, 2000, casual employees shall be paid nine percent (9%) in lieu of all benefits.

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

(c) *Statutory Holidays*

Casual employees who work on a proclaimed statutory holiday shall be paid as follows:

- (1) time and one-half (1½x) for all hours worked on

New Year's Day	B.C. Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Boxing Day
- (2) double time (2x) for all hours worked on

Good Friday	Christmas Day
Labour Day	

(d) *Seniority While in Receipt of WCB Wage-Loss Income*

Casual employees who are absent from work and in receipt of W.C.B. wage-loss replacement benefits as a result of an injury sustained in the course of their employment with the Employer shall continue to accrue seniority as if they were available to work and in doing so they shall maintain their same relative position on the seniority list.

7.6 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of four hundred eighty eight (488) hours. 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 pursuant to Article 12.3 of the Collective Agreement.
- (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 12.3, but will be required to complete the qualifying period under Article 12.4.

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 supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

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 supervisor 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 supervisor 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 Time Limit to Submit to Arbitration

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

(a) thirty (30) days after the Employer's decision has been received; or

(b) thirty (30) days after the Employer's decision was due.

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, S. Lanyon, J. Gordon, D. Larson or J. Korbin or a substitute agreed to by the parties shall, at the request of either party:

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

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

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.

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 (1/2) 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.

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

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (b) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (c) As the process is intended to be informal, only employees of the B.C. Government and Service Employees' Union or employees of the Health Employers Association of British Columbia may present the grievance to the arbitrator.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (f) All settlements of expedited arbitration cases prior to the hearing shall be without prejudice.
- (g) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (h) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of S. Lanyon, J. Gordon, D. Larson or J. Korbin 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 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 notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.

(b) With reasonable 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 a Steward Present

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

Where a supervisor 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 supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.

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

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. 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 the Employer and shall accumulate based on straight-time hours paid since the most recent date of employment with the Employer including service with the Employer prior to certification or recognition with the Union.

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

11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and October. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, 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 two (2) calendar months and which the Employer is seeking to fill. A one-time increase of five (5) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

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

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

- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate or range.
- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two (2) months or less shall be filled 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.

12.2 Selection Criteria

The successful applicant will be determined on qualifications, knowledge, education, skills, experience, performance in current or previous positions, and seniority. 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 and eighty-eight (488) 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 sixty (60) work shifts or four hundred eighty eight (488) hours of work, whichever comes first. 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 layoff, the following shall apply:

- (a) The employees shall be laid off by job category in reverse order of seniority within a department.
- (b) A laid off employee may bump a less senior employee in the same department, provided the employee is qualified to do the job of the less senior employee.

Bumping rights must be exercised within five (5) working days of notification of layoff by providing written notice to the Administrator.

- (c) Employees on layoff shall be recalled by department in order of seniority subject to ability to do the work available. The recall period shall be twelve (12) months.

New employees shall not be hired until those laid off in that job category have been given an opportunity of recall.

- (d) The Employer shall provide written notice or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (i) One (1) week's notice or pay in lieu of notice after three (3) consecutive months of employment; or
- (ii) Two (2) week's notice or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (iii) In the event of a permanent layoff, four (4) weeks' notice will be given to an employee with less than three (3) years' seniority and eight (8) weeks' notice will be given to an employee with more than three (3) years' seniority.

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

The hours of work of a regular full-time employee will normally be an average of seven and one-half (7½) hours per day, exclusive of an unpaid meal period, and an average of thirty-seven and one-half (37½) hours per week.

14.3 Scheduling Provisions

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

(f) 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.

(g) Where the Employer plans to implement a significant change in the shift schedules of regular employees which will affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected and the chairperson of the bargaining unit, prior to the implementation of the changes.

This provision shall in no way limit the Employer's right to implement new work schedules after such discussion and explanation has taken place.

14.4 Shift Differential and Weekend Premium

(a) Employees working the evening shift shall be paid a shift differential of thirty-five cents (35¢) per hour for the entire shift worked.

(b) Employees working the weekend shift shall be paid the 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 4:00 p.m.(1600 hours) and 12:00 midnight (2400 hours); "night shift" means any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours); and "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 (1/2) 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.

(d) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

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 twice the straight time rate.

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 Administrator or his/her designate.

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 ($1\frac{1}{2}x$) for the first two (2) hours of overtime;
- (b) double time (2x) in excess of (a);
- (c) double time (2x) for all hours worked on a day of rest, but employees shall not have the day off rescheduled.
- (d) Overtime shall be compensated either in cash or time off or a 50/50 combination of both. Overtime off shall be scheduled at a mutually agreeable time.

An employee who has opted for compensating time off in lieu of overtime premium pay shall take the time off by March 31st and September 30th of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque.

15.6 Call Back

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

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 is required to work a minimum of two and one-half (2½) hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

(a) Regular employees shall be entitled to a day off with pay 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 also be a paid holiday.

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. Every effort will be made to schedule statutory holidays as additions to the employee's two (2) regularly scheduled days off so that employees will receive as many three (3) day breaks during each year as possible.

Where the Employer establishes a five (5) on, two (2) off; four (4) on, two (2) off rotation, every effort will be made to schedule those statutory holidays which are not built into the rotation, as additions to the employee's two (2) regularly scheduled days off so that employees will receive as many three-day breaks during each year as possible.

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 (except those noted in Article 16.4) shall be compensated at the rate of time and one-half (1½x) for all hours worked.

16.4 Super Stats

In addition to 16.2, a regular employee who works on Good Friday, Labour Day, or Christmas Day, shall be paid at the rate of double time (2x) for all hours worked.

16.5 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.

16.6 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. Employees shall indicate their preference in writing on or before November 15th of each year.

16.7 Proration of Holiday Pay

Holiday pay for eligible regular part-time employees shall be prorated on the basis of the employee's average daily earnings, exclusive of overtime for the days worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.

16.8 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:

Less than 12 months continuous service as of July 1st.....	1.67 days per month of service to a maximum of 20 days
First to ninth years continuous service.....	20 work days
10 to 14 years continuous service	25 work days
15 + years continuous service	30 work days

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.

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 current rate of pay. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 15th 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 Work in Higher Rated Position

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to his/her vacation, the employee's vacation pay shall be based on the proportionate amount of time worked in each position.

17.6 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority 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.

Subject to operational requirements, an employee shall be entitled to receive his/her vacation in an unbroken period, except during the prime time period of May 1 to September 30, the unbroken period shall not exceed four (4) weeks.

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

17.7 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.

17.8 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.

17.9 Vacation Credits Upon Death

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

17.10 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**

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

Regular employees who have completed the probationary period will accumulate sick leave credits on the basis of eleven and one-quarter (11¼) hours for every one hundred and sixty-two and one-half (162½) hours worked cumulative up to nine hundred (900) hours.

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

18.2 Employee to Inform Employer

The employee shall advise the supervisor 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 supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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

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

18.3 Expiration of Sick Leave Credits

The Employer shall inform employees, in writing, when their sick leave credits expire. At the expiration of paid sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on Unpaid Leave of Absence in accordance with Article 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 only for the first twenty (20) work shifts following the expiration of the sick leave credits.

Employees who wish to continue coverage under Articles 25.1, 25.2, 25.3 and 25.4 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 that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

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.

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 Leave

Special leave with pay may be used for the following purposes:

- (a) Marriage of the employee - three (3) days,
- (b) Attend wedding of the employee's child - one (1) day,
- (c) Attend formal hearing to become a Canadian Citizen - one (1) day,
- (d) Paternity leave - one (1) day, and
- (e) For sudden serious illness of a spouse or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two (2) days at one time;
- (f) serious household or domestic emergency - one (1) day, effective April 1, 1998.

The maximum use is five (5) days per year.

20.2 Compassionate Leave

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

Up to two (2) additional days with pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer.

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

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

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

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

Every effort will be made to grant additional compassionate leave of absence without pay, if requested by the employee.

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.

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 Society 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, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to maternity leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for a shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The Employer may require the employee to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six (6) consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

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

21.3 Parental Leave

- (a) Upon written request, an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay, or a shorter period the employee requests.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks' parental leave between them.
- (c) An employee shall give four (4) weeks' notice prior to the date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.2(b). In the case of adoption, the employee, shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (d) Parental leave shall commence:
- (1) in the case of a mother, immediately following the end of the maternity leave taken under Article 21.1, unless the Employer and the employee agree otherwise;
 - (2) in the case of a father, following the birth of the child and within the fifty-two (52) week period after the birth; and
 - (3) in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.4 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 21.1 and 21.2 is limited to thirty-two (32) weeks plus any additional entitlements provided under Article 21.1(f) and/or Article 21.2(e) preceding.

21.5 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purposes of Articles 18 (Vacation Entitlement) and 25 (Health and Welfare Plans) and Long Term Disability (LTD). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the costs of the plans.

21.6 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise his/her rights in accordance with Article 13, subsection (b).
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with subsection (a).

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 job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

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

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

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

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

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE PLANS

25.1 Medical Plan

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

A dependent is one who is classified for income tax purposes. An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Plan is agreeable, and the extra premium is paid by the employee through payroll deduction.

25.2 Dental Plan and Extended Health Care Plan

(a) Eligible employees shall be provided with:

(1) A dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A); sixty percent (60%) of the costs of the extended plan (Plan B); and fifty percent (50%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months in the plan. Orthodontic services are subject to a lifetime maximum payment of eighteen hundred and fifty dollars (\$1,850) per patient, with no run-offs for claims after termination of employment.

(2) An extended health care plan, including coverage for hearing aids and glasses.;

The allowance for hearing aids will be six hundred dollars (\$600) for every forty eight (48) months effective April 1, 2000.

The allowance for eye glasses will be two hundred and twenty-five dollars (\$225) every twenty four (24) months effective April 1, 2000.

(b) The dental plan and extended health care plan shall cover employees, their spouses and dependent children provided they are not enrolled in another comparable plan.

(c) The Employer shall pay one hundred percent (100%) of the dental premium effective April 1, 2000. The Employer shall pay one hundred percent (100%) of the extended health premium effective April 1, 2000.

25.3 Group Life Insurance

(a) The Employer shall provide a group life insurance plan.

(b) The plan shall provide fifty thousand dollars (\$50,000) insurance coverage for post-probationary employees until age sixty-five (65) effective April 1, 2000.

(c) The plan shall include provision for conversion at the time of retirement or termination.

(d) The plan shall include coverage for accidental death and dismemberment.

(e) The Employer shall pay one hundred percent (100%) of the premium.

25.4 Long Term Disability Insurance Plan

(a) The Employer shall provide a long term disability insurance plan.

(b) The plan shall cover post-probationary employees and provide such employees with two-thirds (2/3) salary continuation until the age of sixty-five (65) in the event of a disability.

(c) The Employer shall pay one hundred percent (100%) of the premium.

(d) The plan shall be as provided in the Addendum attached to this Agreement.

25.5 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular full-time and regular part-time employees who work fifteen (15) hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period or qualifying period.

25.6 Employees' Assistance Program

The Employer agrees to provide an Employees' Assistance Program (EAP) for employees and members of their immediate families with whom the employee normally resides.

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 on payday.

- (c) Paycheque stubs shall be available at the beginning of the day shift on a payday.
- (d) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.

27.2 Relieving in Higher Rated 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. This provision does not apply to registered or graduate nurses.

The parties agree that the Cook II shall receive the Cook II rate of pay when the Cook I is absent and the Cook II does not perform the duties exclusive to the Cook I position such as menu planning, ordering, and inventory control.

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.

The parties agree that the Cook II shall receive the Dietary Aide rate of pay when working as a Dietary Aide.

27.4 Mileage

An allowance of twenty-eight cents (28¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

27.5 Retroactivity

Upon written application, an employee who severed his/her employment between the expiry date of the previous Collective Agreement and the signing of this Agreement shall be entitled to receive full retroactivity of an increase in salary.

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

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print, in an agreed to format, and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff.
- (b) All Agreements shall be printed in a union shop and shall bear a recognized union label.
- (c) The cost of the printed Agreement shall be shared equally between the Employer and the Union.

29.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of LJ Christmas Manor 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 possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of two hundred dollars (\$200), 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 March 31, 2002.

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 December 31, 2001 but in any event, no later than midnight on January 31, 2002.
- (b) Where no notice is given by either party prior to January 31, 2002 both parties shall be deemed to have been given notice under this section on January 31, 2002.
- (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 in the Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Ellen McManus, Executive Director
LJ Christmas Manor

Victoria Dominelli
Bargaining Committee Chair

David Brennan
HEABC Representative

Mira Bradaric
Bargaining Committee

Rhonda Noske
Bargaining Committee

Lorraine Sheppard
Staff Representative

Signed this _____ day of _____, 2000.

WAGE SCHEDULE

CLASSIFICATION	APRIL 1, 1997	OCTOBER 1, 1999 @ 1.0%	APRIL 1, 2000 @ 1.0%	APRIL 1, 2001 @ 1.0%
Activity Coordinator	14.46	14.60	14.75	14.90
Start	14.46	14.60	14.75	14.90
After Probation	15.01	15.16	15.31	15.46
1957.5 Hrs	15.82	15.98	16.14	16.30
Cook I	15.28	15.43	15.58	15.74
Start	15.28	15.43	15.58	15.74
After Probation	15.70	15.86	16.02	16.18
1957.5 Hrs	16.13	16.29	16.45	16.61
Cook II	14.21	14.35	14.49	14.63
Start	14.21	14.35	14.49	14.63
After Probation	14.74	14.89	15.04	15.19
1957.5 Hrs	15.28	15.43	15.58	15.74
*Dietary	13.24	13.75	13.89	14.03
Start	13.24	13.75	13.89	14.03
*Housekeeping	13.78	14.25	14.39	14.53
After Probation	13.78	14.25	14.39	14.53
1957.5 Hrs	14.31	14.75	14.90	15.05
Maintenance	14.50	14.65	14.80	14.95
Start	14.50	14.65	14.80	14.95
After Probation	15.00	15.15	15.30	15.45
1957.5 Hrs	15.50	15.66	15.82	15.98
Receptionist/Bookkeeper	14.82	14.97	15.12	15.27
Start	14.82	14.97	15.12	15.27
After Probation	15.28	15.43	15.58	15.74
1957.5 Hrs	16.08	16.24	16.40	16.56
*Receptionist/Office	13.89	14.25	14.39	14.53
Start	13.89	14.25	14.39	14.53
Assistant	14.31	14.75	14.90	15.05
After Probation	14.31	14.75	14.90	15.05
1957.5 Hrs	14.62	15.25	15.40	15.55

*Wage Parity

ADDENDUM**GROUP LIFE & LONG TERM DISABILITY INSURANCE PLANS****Part A - Group Life Insurance Plan*****Section 1 - Eligibility***

Regular full-time and regular part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, on the first day of the calendar month immediately following the completion of the probationary period, become members of the Group Life Insurance Plan as a condition of employment.

Section 2 - Benefits

The Plan shall provide basic life insurance in the amount of twenty-five thousand dollars (\$25,000.00) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her Group Life Insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

Section 3 - Premiums

The cost of the Plan shall be borne by the Employer.

Part B - Long Term Disability Plan***Section 1 - Eligibility***

(a) Regular full-time and regular part-time employees who are on staff at the date of the signing of the Agreement and who are not presently disabled from working or who join the staff following that date shall, on the first day of the calendar month immediately following the completion of the probationary period, become members of the Long Term Disability Plan as a condition of employment.

(b) Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the provisions of Articles 20.4(d) and 20.5 of the Collective Agreement.

Employees on long term disability shall have their group life insurance premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

Section 2 - Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for six (6) months, the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings, to a maximum of two thousand dollars (\$2,000) per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee

has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

The long term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

Section 3 - Total Disability Defined

(a) Total disability, as used in this Plan, means during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in his/her normal occupation, and after the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provisions LIMITATIONS AND EXCLUSIONS.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a psychiatrist, in order to continue to be eligible for benefit payments.

(c) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(d) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.

(e) Any employee who is receiving benefits under this Plan and who, in the opinion of a legally qualified doctor of medicine, has the potential for rehabilitation shall make every effort to participate in a rehabilitation program. An employee who fails to do so shall become ineligible for continued benefits under this Plan.

If an employee who is receiving this Long Term Salary Continuance Benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of a legally qualified doctor of medicine and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty percent (80%) of the employee's earnings at the date of disability, but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

Section 4 - Exclusions and Limitations

(a) Exclusions

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- (1) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (2) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;
- (3) flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot;
- (4) a condition for which an employee had received medical treatment, diagnosis, or taken prescription drugs within three (3) months of the effective date of coverage under the Plan, and a claim related to that condition is made within twelve (12) months of coverage;

Subject to the agreement of the Employer's insurance carrier, Item No. 4 does not apply to persons employed as regular employees prior to January 1, 1990;

- (5) a disability due to the use of drugs or alcohol, except where the employee is under active supervision and is receiving continuous treatment for that disability from a rehabilitative centre or an institution provincially designated for that treatment; and
- (6) any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offense.

(b) Limitations

- (1) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he is prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which he has received benefits provided by this policy.
- (2) In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of the disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 - Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- (a) Workers' Compensation Act, or similar law;
- (b) Department of Veterans' Affairs;
- (c) retirement or pension plan with any employer;
- (d) any disability provision or any group insurance policy;
- (e) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of Canada Pension Plan and the Quebec Pension Plan;
- (f) the Insurance Corporation of British Columbia (ICBC) or any other similar provincial auto insurance plan.

The amount of benefits shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 - Successive Disabilities

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed his/her previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- (a) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- (b) thirty (30) days, whichever is greater.

Section 7 - Expiration of Sick Leave

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting period when the long term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long term disability benefit, or bank the unused sick leave credits for future use.

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to his/her former job, exercising his/her seniority rights if necessary, pursuant to 13(b) of the Collective Agreement.

Section 8 - Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 - Premiums

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's 65th birthday, whichever occurs first.

Section 10 - Waiver of Premium

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his/her insurance shall be waived for the period during which benefits are paid.

Section 11 - Claims

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company, on the form provided by the Company, for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proof of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his Employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 - Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports relative to the long term disability claims in the process of payments. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

APPENDIX 1

The parties agree that the following positions are excluded from the bargaining unit:

Burquitlam Seniors Housing Society - *L.J. Christmas Manor*

Administrator
Resident Manager
Food Service Manager
Maintenance Supervisor
Accountant
Confidential Secretary

APPENDIX 2**PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK****Casual Employee Work Assignment**

(a) The Employer shall consider seniority, the equal sharing of available work, and the necessity for on-the-job orientation of new employees in the calling of casual employees. Casual assignments will be offered to casual employees so as to maintain their relative standing on the seniority list.

A casual employee shall be entitled to register for work in any job classification in any one department for which he/she has the qualifications to perform.

(b) 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.

(c) The manner in which casual employees shall be called to work shall be as follows: One call-eight (8) rings.

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

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

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

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

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

(d) Regular part-time employees may register for casual work in writing under this Appendix specifying days of availability and shall be called in to work in order of seniority. Hours worked by regular part-time employees under this Section shall be credited to the employee in the accumulation of benefits. While the procedures for calling regular part-time employees to casual work in Section (c) of this Appendix shall apply, the penalties for declining work shall not apply.

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

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

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

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

(f) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the Collective Agreement.

(g) Casual employees who report for work at the call of the Employer shall be paid in accordance with Article 14.3(d).

APPENDIX 3

GROUP REGISTERED RETIREMENT SAVINGS PLAN

Effective April 1, 1998, the Employer shall implement a Group RRSP with the following terms:

- (a) All regular employees, upon completion of the probationary period, shall have a one time (1x) option of enrolling in the Plan. Participation in the Plan is voluntary. The employee must exercise the option within ninety (90) days of completing the probationary period.
- (b) Employee contributions to the Plan will be based on one (1) of the following:
 - (1) one percent (1%) of regular earnings; or
 - (2) two percent (2%) of regular earnings; or
 - (3) three percent (3%) of regular earnings
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels as noted in (b) above, on January 1st of each year, by providing at least thirty (30) days notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employees' behalf.
- (f) In the event that the Employer is required to implement an alternate retirement scheme, the Group RRSP will be terminated.
- (g) The Employer will ensure that all new employees are informed of the options available to them pursuant to this Appendix.

MEMORANDUM OF AGREEMENT
between the
HEALTH EMPLOYERS ASSOCIATION OF B.C.
on behalf of the
BURQUITLAM SENIORS HOUSING SOCIETY
L.J. CHRISTMAS MANOR
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: ATTACHMENTS

The parties agree that the following attachments shall be appended to the Collective Agreement:

Memorandum of Agreement No. 1 - Job Sharing Arrangements

MEMORANDUM OF AGREEMENT NO. 1**JOB SHARING ARRANGEMENTS**

This will confirm that the above-noted Employer and the Union have agreed to enter into a protocol agreement addressing the issue of job sharing.

Where the Employer and the Union agree to enter into a job sharing agreement, the attached protocol agreement will be followed, unless modified at the local level between the Union and the Employer.

Nothing in this letter or the attached protocol agreement will be construed as compelling either the Employer, an employee, or the Union to enter into a job sharing arrangement.

The parties agree that the job sharing protocol agreement shall not be used as a precedent and shall not be referred to by HEABC, the Employer, or the Union in any other negotiations or proceedings.

JOB SHARING

1. A job sharing arrangement may be proposed to the Employer by two (2) employees. This request shall be in writing and signed by both employees requesting job sharing. This request shall include preferred start date and preferred work schedule. There is no obligation on the Employer to enter a job sharing arrangement.
2. Where the Employer and the employees agree to a job sharing arrangement for a specific job, the following will apply:
 - (a) The Employer shall provide the two (2) employees involved with a letter outlining the details of the job sharing arrangement. This shall include a description of how the job may be shared.
 - (b) Only permanent positions with an average of more than thirty (30) hours per week are eligible to be considered for a job sharing arrangement.
 - (c) A maximum of two (2) employees may share one (1) position.
 - (d) Each employee shall work a minimum of fifteen (15) hours per week.
 - (e) Job sharing arrangements will be limited to regular employees who are currently employed in the same job category.
 - (f) Vacations shall be scheduled separately. When one of the job sharing participants is on vacation, the other person may be required to work the hours of the employee who is on vacation.
 - (g) Employees participating in a job sharing arrangement shall be considered as regular part-time employees, subject to (h) below.
 - (h) Employees involved in a job sharing arrangement shall pay fifty percent (50%) and the Employer shall pay fifty percent (50%) of the premiums covered by Article 25. The employee's share of the premiums will be automatically deducted from his/her earnings.
 - (i) Work schedules for job sharing participants shall be consistent with Article 14 and shall not be utilized to circumvent existing shift rotations.

- (j) Employees shall not be permitted to jointly apply for a posting.
- (k) The job sharing arrangement may be discontinued at any time by the Employer or the Union with the provision of twenty-eight (28) calendar days' notice.
- (l) Upon discontinuation of the job sharing arrangement, employees shall return to their former position if the position is vacant and the layoff and posting provisions shall not apply.
- (m) Where an employee cannot return to his/her former position, the employee may exercise bumping rights within five (5) working days of notification by the Employer of discontinuation of the job sharing arrangement.
- (n) If one (1) employee resigns or is terminated, the job sharing arrangement is considered terminated. If the remaining employee was the original employee in that position before the job sharing arrangement, he/she shall remain in the position. If the remaining employee was not the original employee in that position, the position shall be dealt with in accordance with Article 12.1 and the employee may exercise his/her rights as outlined in subsection (l) and (m) above.
- (o) The parties agree that job sharing shall not result in any additional cost to the Employer.
- (p) The parties retain all rights and obligations under the Collective Agreement which do not conflict with this provision.