

**SECOND COLLECTIVE AGREEMENT**

**between**

**J.S.T. HOLDINGS LTD.**

**and the**

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

**Effective from November 1, 2000 to December 31, 2003**

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**TABLE OF CONTENTS**

**DEFINITIONS..... 1**

**ARTICLE 1 - PREAMBLE..... 1**

    1.1 Purpose of Agreement ..... 1

    1.2 Future Legislation..... 1

    1.3 Conflict With Rules..... 2

    1.4 Human Rights Code..... 2

    1.5 Harassment..... 2

    1.6 Sexual Harassment ..... 2

    1.7 Procedures for Filing Complaints ..... 3

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS ..... 3**

    2.1 Bargaining Unit Defined ..... 3

    2.2 Correspondence and Directives..... 3

    2.3 No Other Agreement ..... 4

    2.4 No Discrimination for Union Activity ..... 4

    2.5 Recognition and Rights of Stewards ..... 4

    2.6 Union Bulletin Binders..... 4

    2.7 Union Insignia..... 4

    2.8 Right to Refuse to Cross Picket Lines..... 4

    2.9 Time Off for Union Business ..... 5

**ARTICLE 3 - UNION SECURITY ..... 5**

**ARTICLE 4 - CHECK-OFF OF UNION DUES..... 6**

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES..... 6**

**ARTICLE 6 - EMPLOYER’S RIGHTS..... 7**

**ARTICLE 7 - EMPLOYER/UNION RELATIONS ..... 7**

    7.1 Union and Employer Representation ..... 7

    7.2 Union Representatives ..... 7

    7.3 Technical Information ..... 8

    7.4 Union-Management Committee..... 8

**ARTICLE 8 - GRIEVANCES..... 8**

    8.1 Grievance Procedure..... 8

    8.2 Step 1..... 8

    8.3 Time Limits to Present Initial Grievance ..... 9

    8.4 Step 2..... 9

    8.5 Time Limit to Reply at Step 2 ..... 9

    8.6 Step 3..... 9

    8.7 Time Limit to Reply at Step 3 ..... 9

    8.8 Time Limits to Submit to Arbitration ..... 9

    8.9 Dismissal or Suspension Grievances ..... 10

    8.10 Policy Grievance..... 10

    8.11 Amending Time Limits ..... 10

    8.12 Technical Objections to Grievances..... 10

**ARTICLE 9 - ARBITRATION..... 10**

    9.1 Notification ..... 10

    9.2 Assignment of Arbitrator..... 10

    9.3 Board Procedure ..... 11

    9.4 Decision of Board..... 11

9.5	Disagreement on Decision.....	11
9.6	Expenses of Arbitration Board.....	11
9.7	Amending Time Limits .....	11
9.8	Expedited Arbitration .....	11
9.9	Labour Relations Code Expedited Arbitration .....	12
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>12</b>
10.1	Just Cause.....	12
10.2	Dismissal, Suspension or Disciplinary Grievance.....	12
10.3	Right to Grieve Other Disciplinary Action .....	12
10.4	Performance Evaluations.....	13
10.5	Personnel File .....	13
10.6	Right to Have Steward Present.....	13
10.7	Abandonment of Position.....	14
<b>ARTICLE 11 - SENIORITY .....</b>		<b>14</b>
11.1	Seniority Defined.....	14
11.2	Seniority List.....	14
11.3	Loss of Seniority.....	14
11.4	Re-employment.....	15
<b>ARTICLE 12 - JOB POSTINGS .....</b>		<b>15</b>
12.1	Job Postings and Applications.....	15
12.2	Change to Start and Stop Times, Days Off and Department/Work Area .....	16
12.3	Application From Absent Employees .....	16
12.4	Temporary Appointments.....	16
12.5	Notice To Union .....	16
12.6	Notice of Successful Applicant.....	16
12.7	Grievance Investigation.....	16
12.8	Selection Criteria .....	16
12.9	Probationary Period.....	16
12.10	Qualifying Period.....	17
<b>ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE.....</b>		<b>17</b>
13.1	Preamble .....	17
13.2	Job Training .....	17
13.3	Process - Reduction and Restructuring .....	18
13.4	Definition of Displacement .....	18
13.5	Bumping.....	18
13.6	Layoff Notice and Severance Pay .....	18
13.7	Retention of Seniority.....	19
13.8	Interim Solutions .....	20
13.9	Definition of Comparable Job .....	20
<b>ARTICLE 14 - HOURS OF WORK.....</b>		<b>20</b>
14.1	Hours of Operation .....	20
14.2	Hours of Work .....	20
14.3	Scheduling Provisions .....	20
14.4	Unusual Job Requirements of Short Duration .....	21
14.5	Rest Periods .....	21
14.6	Scheduling Limitations.....	22
14.7	Flexitime .....	22

<b>ARTICLE 15 - EXCURSIONS .....</b>	<b>22</b>
<b>ARTICLE 16 - OVERTIME .....</b>	<b>22</b>
16.1    Definitions.....	22
16.2    Overtime Compensation.....	23
16.3    Overtime on Day Off.....	23
16.4    Overtime on Paid Holiday .....	23
16.5    Overtime Pay .....	23
16.6    Compensatory Time Off.....	23
16.7    Right to Refuse Overtime.....	24
16.8    Overtime for Part-Time Employees.....	24
16.9    Rest Interval After Overtime .....	24
16.10   Callback .....	24
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>	<b>24</b>
17.1    Paid Holidays.....	24
17.2    Holidays Falling on Saturday or Sunday .....	24
17.3    Holiday Falling on a Day of Rest.....	25
17.4    Holiday Falling on a Scheduled Workday .....	25
17.5    Holiday Coinciding with a Day of Vacation.....	25
17.6    Holiday Pay for Regular Part-Time Employees .....	25
17.7    Christmas or New Year’s Day Off.....	25
17.8    Scheduling of Lieu Days .....	26
<b>ARTICLE 18 - VACATION ENTITLEMENT .....</b>	<b>26</b>
18.1    Vacation Entitlement .....	26
18.2    Vacation Period .....	26
18.3    Splitting of Vacation Periods .....	26
18.4    Vacation Pay .....	27
18.5    Vacation Carryover.....	27
18.6    Vacation Entitlement Upon Dismissal.....	27
18.7    Reinstatement of Vacation Days - Sick Leave .....	27
18.8    Call Back From Vacation .....	27
18.9    Vacation Credits Upon Death .....	28
18.10 <b>Vacation Entitlement Upon Termination.....</b>	<b>28</b>
<b>ARTICLE 19 - EDUCATION LEAVE.....</b>	<b>28</b>
19.1    Leave With Pay.....	28
19.2    In-Service Education .....	28
19.3    Leave Without Pay .....	28
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVE .....</b>	<b>28</b>
20.1    Compassionate Leave.....	28
20.2    Jury Duty.....	29
20.3    General Leave .....	29
20.4    Benefits on Leave of Absence.....	29
20.5    Full-Time Public Duties .....	29
20.6 <b>Personal Shifts .....</b>	<b>29</b>
<b>ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE.....</b>	<b>30</b>
21.1    Maternity Leave.....	30
21.2    Parental Leave.....	30
21.3    Combined Maternity and Parental Leave.....	31
21.4    Employment Deemed Continuous .....	31
21.5    Reinstatement.....	31

<b>ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>31</b>
22.1 Statutory Compliance .....	31
22.2 Occupational Health and Safety Committee.....	31
22.3 Aggressive Behaviour .....	32
22.4 Vaccination and Inoculation.....	32
22.5 Video Display Terminals.....	33
22.6 Transportation of Accident Victims.....	33
<b>ARTICLE 23 - MORE FAVOURABLE RATE OR CONDITIONS .....</b>	<b>33</b>
<b>ARTICLE 24 - CONTRACTING OUT.....</b>	<b>33</b>
<b>ARTICLE 25 - HEALTH CARE PLANS .....</b>	<b>33</b>
25.1 Definitions.....	33
25.2 B.C. Medical Insurance .....	34
25.3 Dental Benefit.....	34
25.4 Extended Health Plan .....	34
25.5 Group Life Insurance and Accidental Death and Dismemberment .....	34
25.6 Long-Term Disability Plan.....	34
<b>ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY.....</b>	<b>34</b>
26.1 Return of Employer Property on Termination.....	34
26.2 Personal Property Damage.....	34
26.3 Dress Code.....	35
26.4 Protective Clothing.....	35
<b>ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>35</b>
27.1 Paydays .....	35
27.2 Compensation .....	35
27.3 Temporary Promotion or Transfer .....	36
27.4 Relieving in Higher- and Lower-Rated Positions.....	36
27.5 Promotions.....	36
27.6 Transfers .....	36
27.7 Demotions.....	36
27.8 Salary Protection and Downward Reclassification of Position.....	36
27.9 Re-employment After Retirement.....	36
27.10 Re-employment After Voluntary Termination or Dismissal for Cause.....	37
27.11 Supervisory or Military Service .....	37
27.12 Seniority Dates.....	37
27.13 Vehicle Allowances.....	37
27.14 Meal Allowances .....	37
27.15 Out-of-Pocket Expenses .....	37
27.16 Indemnification and Reimbursement of Legal Fees.....	38
<b>ARTICLE 28 - JOB EVALUATION AND CLASSIFICATION.....</b>	<b>38</b>
28.1 Job Descriptions.....	38
28.2 New and Changed Positions.....	38
<b>ARTICLE 29 - SICK LEAVE.....</b>	<b>39</b>
29.1 Premium Reductions .....	39
29.2 Sick Leave Credits.....	39
29.3 Sick Leave Pay .....	39
29.4 Workers' Compensation Pay.....	39
29.5 Sick Leave Deductions .....	40
29.6 Medical/Dental Appointments .....	40
29.7 Leave of Absence Without Pay - More Than One Year of Service.....	40

29.8	Leave of Absence Without Pay - Less Than One Year of Service .....	40
29.9	ICBC Claims .....	40
<b>ARTICLE 30</b>	<b>- CASUAL EMPLOYEES .....</b>	<b>41</b>
30.1	Casual Employees .....	41
30.2	Call-In Procedures .....	41
30.3	Seniority List .....	42
30.4	Regular Part-Time Employees .....	42
30.5	Increments .....	42
30.6	Application of Agreement .....	42
<b>ARTICLE 31</b>	<b>- GENERAL CONDITIONS .....</b>	<b>43</b>
31.1	Copies of Agreement .....	43
31.2	Volunteers .....	43
31.3	Onsite Meals .....	43
31.4	Job Sharing .....	43
31.5	Personal Duties .....	43
31.6	Client Information .....	43
31.7	Special Employment Programs .....	44
31.8	Article/Clause Headings .....	44
31.9	Staff Meetings .....	44
<b>ARTICLE 32</b>	<b>- TERM OF AGREEMENT .....</b>	<b>44</b>
32.1	Duration .....	44
32.2	Change in Agreement .....	44
32.3	Notice to Bargain .....	44
32.4	Agreement to Continue in Force .....	44
<b>APPENDIX 1</b>	<b>- Hourly Wage Rates .....</b>	<b>46</b>
<b>APPENDIX 2</b>	<b>- Arbitrators .....</b>	<b>46</b>
<b>APPENDIX 3</b>	<b>- Casual Employee Recall Protocol.....</b>	<b>47</b>
<b>APPENDIX 4</b>	<b>- Job Descriptions Pursuant to Article 28.....</b>	<b>48</b>
<b>APPENDIX 5</b>	<b>- LTD Insurance Plan.....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING 1</b>	<b>- Picket Lines During Client Medical Emergency.....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING 2</b>	<b>- Contracting Out - Article 24.....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING 3</b>	<b>- Definition of Casual Employee – Trial Period.....</b>	<b>51</b>

## DEFINITIONS

- (1) “*Casual employee*” is one who works sixteen (16) hours per week or less and/or is employed in the following capacities:
  - (a) for relief purposes;
  - (b) temporary workload situations.
- (2) “*Employer*” means J.S.T. Holdings Ltd.
- (3) “*Layoff*” is a cessation of employment or a reduction in hours as a result of a reduction of the amount of work required to be done by the Employer and where, should work become available, employees will be recalled in accordance with this Agreement.
- (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) “*Regular full-time employee*” means an employee who is appointed to a regularly-scheduled position and is regularly scheduled to work full-time in accordance with Article 14. A regular full-time employee is entitled to all of the benefits of this Agreement except where otherwise specified.
- (7) “*Regular part-time employee*” means an employee who is appointed to a regularly-scheduled position and regularly works less than full-time. A regular part-time employee is entitled to all of the benefits of this Agreement on a pro rata basis, except where otherwise specified.
- (8) “*Union*” means the B.C. Government and Service Employees’ Union.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

It is the desire of both Parties to this Agreement to:

- (a) improve the quality of life for resident/clients of Westsyde Care Residences;
- (b) establish and maintain orderly, respectful collective bargaining procedures between the Employer and the Union;
- (c) maintain and improve the harmonious relations and settled conditions of employment between the Employer and the employees;
- (d) respect at all times that Westsyde Care Residences is the permanent home of clients and should be treated as such.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict With Rules

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

### 1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia (SBC Chapter 22, assented to 1984, as amended 1997/01/03).

### 1.5 Harassment

- (a) The Employer and the Union recognize the right of employees and Managers to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- (b) The Parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) “*Harassment*” is defined as deliberate actions, that ought reasonably to be known as 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 Code of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours and includes incidents related to client, resident or patient contact, provided the acts are committed within the course of the employment relationship.

### 1.6 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, by other employees and excluded management. An employee allegedly being harassed shall register a complaint, in writing, through the Union Staff Representative and/or the Vice-President of J.S.T. Holdings Ltd. (or designate) who shall deal with the complaint with all possible confidentiality.
- (b) “*Sexual harassment*” includes but is not limited to:
  - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits; \* sexual advances with actual or implied work-related consequences; \* unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations; \* verbal abuse, intimidation, or threats of a sexual nature;
  - (2) leering, staring or making sexual gestures;
  - (3) display of pornographic or other sexual materials;
  - (4) offensive pictures, graffiti, cartoons or sayings;
  - (5) unwanted physical contact such as touching, patting, pinching, hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

## 1.7 Procedures for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need-to-know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Clause 9.8, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the investigator under Clause 8.13.
- (f) This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in this Clause. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in this Clause.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

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

### 2.2 Correspondence and Directives

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

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement;

(b) any correspondence to any employee pertaining to the interpretation or application of the Agreement as it applies to that employee.

### **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 may conflict with the terms of this Agreement.

### **2.4 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **2.5 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select Stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as Stewards and Alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with Stewards.
- (c) A Steward, or his/her Alternate where the Steward is absent, 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.
- (d) The duties of Stewards shall include:
  - (1) investigation of complaints;
  - (2) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.

### **2.6 Union Bulletin Binders**

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

### **2.7 Union Insignia**

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish Union Shop cards to the Employer to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the Union's chosen designation (BCGEU). This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

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

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a 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 Time Off for Union Business**

- (a) Leave of absence without pay shall be granted for the reasons set out below unless it would unduly interrupt the Employer's operations:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of fourteen (14) days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave without pay is granted pursuant to sections (a) or (b) above, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. 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. Leave of absence granted under this Clause shall include sufficient travel time. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.
- (d) Leave of absence without loss of pay or benefits will be granted to employees called as a witness by an arbitration board, provided the dispute involves the Employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.
- (e) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under sections (a) or (c) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who, prior to May 21, 1996, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after May 21, 1996 shall, as a condition of continued employment, become members of the Union and maintain such membership.

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

- (a) The Employer shall, as a condition of employment, deduct from the 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 dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction and the Employer shall also provide the following information for each employee: employee surname and first name; job classification; sex; gross pay; dues amount deducted
- (e) The above information may be supplied on a computer disk or tape provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk or tape it will be provided on hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (g) At the same time the Income Tax T-4 slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T-4 slip was provided).
- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- (b) New employees shall also be provided with:
  - (1) the name, location and work telephone number (if applicable) of the Steward; and
  - (2) an authorization form for union dues check-off.
- (c) The Steward shall be advised of the name, location and work telephone number (if applicable) of the employees.

- (d) The Steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay for fifteen (15) minutes sometime during the first thirty (30) days of employment.
- (e) The Union will provide the Employer with an up-to-date list of Steward names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

- (a) The management of the Employer's business and the direction of the work force, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.
- (b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.
- (c) Subject to sections (a) and (b) above, the Employer may conduct its business in all respects in accordance with its commitments and responsibilities in order to comply with the requirements of any governmental authority, including the right to maintain and improve quality client care, and the Union recognizes and supports the responsibility of the Employer to ensure the delivery of safe client care in such a way as to preserve client dignity at all times.

**ARTICLE 7 - EMPLOYER/UNION RELATIONS**

**7.1 Union and Employer Representation**

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

**7.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a Union Staff Representative, or authorized alternate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representatives shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or Stewards temporary use of an available confidential location.
- (d) The Employer agrees that access to its premises will be granted to Union elected officers or other persons designated by the Union. The Union representatives shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

### 7.3 Technical Information

The Employer agrees to provide to the Union the following information, relating to employees in the bargaining unit, which is required by the Union for collective bargaining purposes: list of employees and status; gender; job titles; job descriptions; wage rates; seniority list or service dates; summary of benefit plans (medical, dental, wage indemnity, etcetera). The Union may request other information it requires from the Employer.

### 7.4 Union-Management Committee

- (a) The Parties agree to establish a Union-Management Committee composed of two (2) Union representatives and two (2) representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of Union and Employer representatives.
- (b) The Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of 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, 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 the Committee meetings shall be distributed to Committee members.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (c) Where the aggrieved employee is a Steward, he/she shall not, where possible, act as a Steward in respect of his/her own grievance but shall submit the grievance through another Steward or Union Staff Representative.

### 8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute. The aggrieved employee shall have the right to have a Steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

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

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, not later than twenty-one (21) days after the date:

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

### **8.4 Step 2**

Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article(s) or Clause(s) of the Agreement infringed upon or alleged to have been violated;
- (c) transmitting the grievance to the Employer designate through the Union Steward.

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

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the Union Steward and the Employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer designate shall reply in writing to an employee's grievance within seven (7) days of the above-noted meeting with the Union Steward or, if the meeting is waived, within seven (7) days of the date the Parties agree to waive the meeting.

### **8.6 Step 3**

The Union designate may present, or meet with the Employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within twenty-one (21) days after the Step 2 decision has been conveyed to him/her by the Employer designate; or
- (b) within twenty-one (21) days after the Employer designate's reply was due.

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

The Employer designate will respond in writing to the Union within twenty-one (21) days of receipt of the grievance at Step 3.

### **8.8 Time Limits to Submit to Arbitration**

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this Article, the Union may submit the dispute to arbitration within:

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

### **8.9 Dismissal or Suspension Grievances**

Employees dismissed or suspended for alleged cause shall have the right, within seven (7) days after the date of dismissal or suspension, to initiate a written grievance. Within seven (7) days after the date of receiving the grievance the Union Steward or Staff Representative and the Employer shall meet and attempt to resolve the grievance. The Employer designate shall reply in writing to the grievance within seven (7) days of the meeting. If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven (7) days of the Union receiving the Employer's reply.

### **8.10 Policy Grievance**

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer designate or the Union within sixty (60) days of either Party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

### **8.11 Amending Time Limits**

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

### **8.12 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

(a) Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference to arbitration within:

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

(b) All referrals to arbitration shall be by certified mail, facsimile or courier.

(c) Where the matter in dispute is a dismissal grievance, the arbitrator shall set a date for the hearing to be held within seven (7) weeks from the date that such a hearing is requested.

### **9.2 Assignment of Arbitrator**

(a) When a Party has requested that a grievance be submitted to arbitration and either Party has requested that a hearing date be set, the Parties shall assign an arbitrator from the mutually agreed upon list of arbitrators and set a date for the hearing.

(b) The Union and Employer may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.

(c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from or added to the list by mutual agreement.

- (d) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.
- (e) The Parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

### **9.3 Board Procedure**

- (a) In this Article the term “*Board*” means a single arbitrator or a three (3) person Arbitration Board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

### **9.4 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson 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 Board**

Each Party shall pay:

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

### **9.7 Amending Time Limits**

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

### **9.8 Expedited Arbitration**

- (a) The Union and the Employer shall meet at the request of either Party to review the expedited arbitration process and issues suitable for expedited arbitration.
- (b) The Employer designate and the Union designate shall meet at the request of either Party to review outstanding grievances to determine by mutual agreement those grievances suitable for expedited arbitration.
- (c) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available date. The hearing dates shall be mutually agreed and will be at a location central to the geographic area in which the dispute arose.
- (d) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either Party.
- (e) The Parties shall make every effort to make use of an agreed to statement of facts.

- (f) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (g) The Parties agree to make limited use of authorities during their presentations.
- (h) The arbitrator shall hear the grievances and shall render a decision within two (2) workdays of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (i) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
- (j) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (k) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (l) The Parties shall equally share the cost of the fees and expenses of the arbitrator.
- (m) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified in Appendix 2, or shall be a substitute mutually agreed to by the Parties.
- (n) It is not the intention of either Party to appeal a decision of an expedited arbitration.

#### **9.9 Labour Relations Code Expedited Arbitration**

In accordance with Sections 87, 104 or 105 of the Labour Relations Code of British Columbia, either Party may refer an unresolved grievance to a Settlement Officer, Arbitrator or Mediator-Arbitrator, as the case may be, for assistance or resolution of the matter, and the time limit to file the matter to arbitration in respect of a Section 87 referral is deemed to be extended five (5) working days beyond completion of the hearing if the matter is not resolved at the hearing.

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

#### **10.1 Just Cause**

- (a) The Employer shall not dismiss or discipline an employee except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

#### **10.2 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. Two copies of the written notice of dismissal or suspension shall be forwarded to the Union designate within five (5) days of the action being taken.

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

- (a) Disciplinary action grievable by the employee shall include:
  - (1) written censures;
  - (2) letters of reprimand;

- (3) adverse reports;
- (4) employee evaluations.

(b) 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.

(c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction.

(d) 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 Performance Evaluations**

(a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven (7) days to read, review and sign the evaluation.

(b) The evaluation form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.

(c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

(d) An employee shall receive a copy of his/her evaluation at time of signing.

#### **10.5 Personnel File**

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given.

(b) A representative of the Union, 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 Union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given.

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

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

(a) Where an Employer designate intends to interview an employee for disciplinary purposes, the Employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a Steward present, in order that the employee can exercise his/her right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) Where the Employer designate intends to interview a Steward for disciplinary purposes, the Steward shall have the right to consult with a Union Staff Representative and to have another Steward or Alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

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

### **10.7 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

(a) “*Seniority*” shall be defined as the length of the employee’s continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

(b) Straight-time paid hours shall include time spent on:

(1) paid holidays;

(2) paid vacation;

(3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the Workers’ Compensation Act in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those sections.

(4) paid sick leave;

(5) Union leave;

(6) maternity, parental and adoption leave;

(7) other approved paid leaves of absence.

### **11.2 Seniority List**

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

### **11.3 Loss of Seniority**

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

(a) the employee is discharged for just cause;

(b) he/she voluntarily terminates his/her employment;

- (c) the employee abandons his/her position;
- (d) the employee is on layoff for more than one (1) year;
- (e) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the Employer. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

#### **11.4 Re-employment**

- (a) A regular employee who resigns his/her employment and within ninety (90) days is re-employed as a regular employee by the same Employer shall retain, effective the date of re-employment, his/her former seniority and years of service for vacation purposes.
- (b) A regular employee who resigns his/her employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-employed by the same Employer, upon application he/she shall be credited with his/her former seniority and years of service for vacation purposes. The following conditions shall apply:
  - (1) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
  - (2) the resignation must indicate the reason for termination;
  - (3) the break in service shall be for no longer than two (2) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative;
  - (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **ARTICLE 12 - JOB POSTINGS**

#### **12.1 Job Postings and Applications**

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than sixty (60) days, the position shall not be posted and instead shall be filled as follows:
  - (1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such, consistent with the requirements of Clause 12.8. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 16, the proposed move shall not be made; or
  - (2) by casual employees, including regular part-time employees registered for casual work in accordance with Clause 30.4;

(3) regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four (4) occasions in one (1) calendar year unless the Union and Employer otherwise agree.

### **12.2 Change to Start and Stop Times, Days Off and Department/Work Area**

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

- (a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and department/work area, and the impact the change will have on the personal circumstances of such employee(s).

### **12.3 Application From Absent Employees**

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

### **12.4 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to Clause 12.1 above.

### **12.5 Notice To Union**

Two (2) copies of all postings shall be sent to the designated Union representative within the aforementioned seven (7) calendar days.

### **12.6 Notice of Successful Applicant**

- (a) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (b) Upon request an unsuccessful applicant will be given the reasons why he/she was unsuccessful.

### **12.7 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

### **12.8 Selection Criteria**

In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight.

### **12.9 Probationary Period**

- (a) It is understood that all employees, when first hired, will be subject to a probationary period of three (3) calendar months. Where the Employer requests an extension of an employee's probationary

period, the Union agrees that it will not unreasonably deny such a request, however it shall be in writing and provide reasons for the request, and the extension shall not be for longer than one (1) calendar month.

(b) The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment. The test for dismissal shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(c) Upon satisfactory completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining prerequisites and seniority.

### **12.10 Qualifying Period**

(a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months. In no instance during the qualifying period shall such an employee lose seniority or prerequisites.

(b) However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued prerequisites.

(c) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or prerequisites on the same basis as outlined in section (b) of this Clause.

## **ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE**

### **13.1 Preamble**

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

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology. The Parties agree to meet to exchange information with respect to such issues at the request of either Party.

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.

### **13.2 Job Training**

At the request of either the Employer or the Union, the Parties shall meet in accordance with Clause 7.4 (Union-Management Committee) for the following purposes:

(a) planning training programs for those employees affected by technological change;

- (b) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (c) planning training programs for those employees affected by new methods of operation;
- (d) planning training programs in the area of general skills upgrading.

Whenever necessary, the Parties shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions.

### **13.3 Process - Reduction and Restructuring**

- (a) In the event of reduction resulting from any labour adjustment or downsizing initiative, the Employer, together with the Union, will canvass the bargaining unit, by means of a notification process, to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement or other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.
- (b) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the Collective Agreement; then,
- (c) the Employer shall issue displacement/layoff notices; then
- (d) the employee shall exercise bumping rights to comparable job with the Employer; then
- (e) if there is no comparable job with the Employer the employee may exercise bumping rights into a less than comparable job.

### **13.4 Definition of Displacement**

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 department in which he/she is employed.

### **13.5 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

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

The Union will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

### **13.6 Layoff Notice and Severance Pay**

- (a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week’s wages as compensation for length of service.

- (b) The Employer's liability for compensation for length of service increases as follows:
- (1) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
  - (2) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
- (c) The liability is deemed to be discharged if the employee:
- (1) is given written notice of termination as follows:
    - (i) one (1) week's notice after three (3) consecutive months of employment;
    - (ii) two (2) weeks' notice after twelve (12) consecutive months of employment;
    - (iii) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice;
  - (2) is given a combination of notice and money equivalent to the amount the Employer is liable to pay, or
  - (3) terminates the employment, retires from employment, or is dismissed for just cause.
- (d) The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:
- (1) totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work;
  - (2) dividing the total by eight (8), and
  - (3) multiplying the result by the number of weeks' wages the Employer is liable to pay.
- (e) For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff, where "temporary layoff" means:
- (1) in the case of an employee who has a right of recall, a layoff that exceeds the specified period within which the employee is entitled to be recalled to employment, and
  - (2) in any other case, a layoff of up to thirteen (13) weeks in any period of twenty (20) consecutive weeks.

### 13.7 Retention of Seniority

Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid-off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Clause 13.5 of this Agreement.

### 13.8 Interim Solutions

The Parties at the local level will cooperate in the spirit of this Agreement to facilitate interim job placement solutions by means of relief assignments pending more permanent solutions.

### 13.9 Definition of Comparable Job

A generally “*comparable job*” is defined as a job which is within ten percent (10%) of the rate of pay the displaced employee was receiving at the time of displacement. The rate of pay means a comparison at the top step of the increment scale. In calculating the ten percent (10%) differential the Parties must include wages and the following benefits: Medical, Dental, Extended Health, Group Life and Long-Term Disability.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Operation

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

### 14.2 Hours of Work

(a) The maximum straight-time hours of work for each regular full-time employee covered by this Agreement, inclusive of paid meal times, shall not exceed forty (40) hours per week or an equivalent mutually agreed to by the Employer and the Union.

(b) The base day will be eight (8) hours for the purpose of calculating the accrued benefit credit banks.

(c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year. If at the end of fifty-two (52) weeks from an employee’s first scheduled shift in January, an employee has not had a minimum of one hundred and fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred and fifteen (115), except for days for which he/she was paid in accordance with Article 16 or Clause 17.3.

### 14.3 Scheduling Provisions

(a) (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including days in lieu of paid holidays pursuant to Clause 17.8 and post these at least fourteen (14) days in advance of their effective date.

(2) If the Employer alters the scheduled workdays of an employee without giving at least fourteen (14) calendar days’ advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 16, except where the Union and the Employer agree otherwise in good faith. The Union and the Employer may agree at the local level to allow such an agreement to be between the employee and the Employer. Notice of the alteration shall be confirmed in writing as soon as possible.

(b) There shall be a minimum of eight (8) consecutive hours off duty between the completion of one (1) work shift and the commencement of the next.

(c) When it is not possible to schedule eight (8) consecutive hours off duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 16.

(d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of sections (b) and c) of this Clause shall be waived by all employees affected by the granting of such a request provided they are in agreement.

(e) (1) The “*workweek*” shall be the period from 00:01 hours Sunday morning until 24:00 hours Saturday night.

(2) No scheduled straight-time shift shall exceed eight (8) hours.

(3) “*Full-time employees*” - Regular full-time employees shall work five (5) consecutive days consisting of eight (8) hour shifts, followed by two (2) consecutive calendar days free from work, excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16. The five (5) consecutive days may overlap the “*workweek*” contemplated in (e)(1) above. Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

(4) “*Part-time employees*” - Subject to the maximum of forty (40) hours of work in the workweek, regular part-time employees shall not work more than six (6) consecutive days. There must be a minimum of thirty-two (32) consecutive hours free from work in the “*workweek*” contemplated in (e)(1) above, otherwise overtime shall be paid in accordance with Article 16. Pursuant to Clause 14.3(b), there shall be a minimum of eight (8) consecutive hours off duty between the completion of one (1) work shift and the commencement of the next. For purposes of the regularly-scheduled work shifts, regular part-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

(5) “*Casual employees*” - Subject to the maximum of forty (40) hours of work in the workweek, casual employees shall not be permitted to work more than six (6) consecutive days. There must be a minimum of thirty-two (32) consecutive hours free from work in the “*workweek*” contemplated in (e)(1) above, otherwise overtime shall be paid in accordance with Article 16. Pursuant to Clause 14.3(b), there shall be a minimum of eight (8) consecutive hours off duty between the completion of one (1) work shift and the commencement of the next.

(f) Employees may exchange shifts, with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

(g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

#### 14.4 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it may be necessary for an employee to perform work not normally required in his/her job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

#### 14.5 Rest Periods

There shall be a fifteen (15) minute rest period in each half (½) of any full shift. Employees working less than a full shift shall receive one (1) fifteen minute paid rest period.

#### 14.6 Scheduling Limitations

Unless otherwise specified in this Article, the following shall always apply:

- (a) If an employee is required by the Employer to report first to a different location before reporting to her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.
- (b) Employees shall not be required to work split shifts without the agreement of the Union.

#### 14.7 Flexitime

For the purpose of this Agreement, “*flexitime*” means hours worked by employees who are given authority by the Employer to choose their start and finish times, the length of their workday and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

- (a) the workday shall not exceed ten (10) hours, except where the employee specifically requests and the Employer agrees;
- (b) full-time employees shall perform work on at least four (4) days in any calendar week;
- (c) employees shall average eighty (80) hours of work per fortnight;
- (d) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required;
- (e) regular full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for eight (8) hours, provided at least eight (8) hours are required to complete the averaging period. If less than eight (8) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

### ARTICLE 15 - EXCURSIONS

Where the Employer requests that a client/resident be accompanied by a staff member(s) on an excursion (away from Kamloops, overnight, for a recreational pursuit), the decision to do so shall be voluntary for the staff member(s) approached, and the rate of pay shall be \$150 per twenty-four (24) hour period, with a seniority credit of eight (8) hours per twenty-four hour period, or the length of the shift being worked at the time, if not eight (8) hours.

### ARTICLE 16 - OVERTIME

#### 16.1 Definitions

- (a) “*Overtime*” means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Clause 14.2.
- (b) “*Straight-time*” means the hourly rate of pay.
- (c) “*Time and one-half*” means one and one-half (1½) times the straight-time pay.
- (d) “*Double-time*” means two (2) times the straight-time rate.

## 16.2 Overtime Compensation

(a) *Employees Working a Weekly Schedule* - Overtime will be compensated as follows:

Any hours worked over eight (8) per day and/or forty (40) hours per week will be paid at one and one-half (1½) times the regular rate of pay.

Any hours worked over eleven (11) per day and/or forty-eight (48) per week will be paid at two (2) times the regular rate of pay.

(b) *Employees Working an Agreed Schedule with an Averaging Period of More Than One Week* - Overtime will be compensated as follows:

Any hours worked, in a day, beyond the normally scheduled shift length, and less than eleven (11) and/or beyond the maximum hours scheduled in the averaging period, but less than the averaging period, expressed in weeks, multiplied by forty-eight (48) will be paid at one and one-half (1½) times the regular rate of pay.

Any hours worked, in a day, which exceed the normally scheduled shift length, and are eleven (11) or more hours, and/or hours worked equal to or beyond the maximum hours scheduled in the averaging period, and which are equal to or more than the averaging period, expressed in weeks, multiplied by forty-eight (48) will be paid at two (2) times the regular rate of pay.

(c) For purposes of this Clause, “*day*” is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

## 16.3 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

## 16.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 17, the employee shall be paid overtime at the rate of one and one-half (1½) times the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

## 16.5 Overtime Pay

Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned, except as provided in Clause 16.6 below.

## 16.6 Compensatory Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensatory time off (CTO) at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensatory time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee’s next regular paycheque.

**16.7 Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

**16.8 Overtime for Part-Time Employees**

(a) A 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 regularly-scheduled workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A 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 workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of sections (a) and (b) above.

**16.9 Rest Interval After Overtime**

An employee required to work overtime adjoining his/her regularly-scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

**16.10 Callback**

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.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of thirty cents (30¢) per kilometre from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2).

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

(a) The following have been designated as paid holidays:

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

(b) 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.

**17.2 Holidays Falling on Saturday or Sunday**

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday

shall be deemed to be the holiday for the purpose of this Agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

### 17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, a regular full-time employee shall be entitled to a day off with pay in lieu of the holiday.
- (b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to section (a) above, he/she shall be compensated at time and one-half for all hours worked.

### 17.4 Holiday Falling on a Scheduled Workday

An employee who is required to work on a designated holiday shall be compensated at time and one-half. Regular full-time employees shall also receive an additional day off in lieu of the holiday.

### 17.5 Holiday Coinciding with a Day of Vacation

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

### 17.6 Holiday Pay for Regular Part-Time Employees

- (a) Subject to the completion of thirty (30) calendar days of employment, part-time regular employees and casual employees are entitled to a day off with pay for each paid holiday as noted in Clause 17.1. Such pay will be calculated as per the following grid:

Days Worked	Regular Schedule	No Regular Schedule
Fifteen (15) or more out of last thirty (30)	Same amount as if employee had worked regular hours on a day off	Total wages (excluding overtime) divided by number of days worked
Less than fifteen (15) out of the last thirty (30)	Total wages (excluding overtime) divided by fifteen (15)	Total wages (excluding overtime) divided by fifteen (15)

- (b) Payments from benefit plans are not considered wages for the purposes of this section. Vacation pay received is considered wages when calculating statutory holiday pay.

### 17.7 Christmas or New Year's Day Off

(a) Pursuant to Clause 14.2(c), regular employees do not work paid holidays. In the event of an emergency, however, where no casual employees are available to work on Christmas or New Year's Day, regular employees may be required to work such shifts. Where such arrangements are required, the Employer shall first canvass regular employees, in order of seniority, for a volunteer(s) to work the shift(s). Where there are no volunteers or insufficient volunteers to cover the shift(s) involved, the Employer may designate regular employees to work such shifts, on the basis of the most junior employee first. In such cases, the Employer will notify the designated employee(s) with as much advance notice as possible.

(b) Notwithstanding the provisions of paragraph (a) above, the Employer agrees to make every effort to schedule either Christmas Day or New Year's Day off for regular employees so requesting. To that end, where it has been necessary to designate a regular employee to work one of those paid holidays, that employee will not be required to work more than one of the two.

(c) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime, or vacation.

### 17.8 Scheduling of Lieu Days

Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.

## ARTICLE 18 - VACATION ENTITLEMENT

### 18.1 Vacation Entitlement

The vacation year shall be the period January 1 to December 31. Regular employees shall earn vacation entitlement as follows:

(a) *Zero to six (6) calendar months* - three point three eight (3.38) hours per pay period (effective January 1, 2002 - three point six eight [3.68], effective midnight December 31, 2003 - four point six [4.6]). During the first six (6) months of service an employee may, subject to mutual agreement with the Employer, take vacation leave which has been earned.

*Six (6) to less than thirty-six (36) calendar months* - three point three eight (3.38) hours per pay period (effective January 1, 2002 - three point six eight [3.68], effective midnight December 31, 2003 - four point six [4.6]). The entitlement during this period shall be credited at the commencement of each vacation year.

*Thirty-six (36) to less than sixty (60) calendar months* - four point nine two (4.92) hours per pay period (effective January 1, 2002 - five point two one five [5.215]). The entitlement during this period shall be credited at the commencement of each vacation year.

*Sixty (60) calendar months and beyond* - six point one five (6.15) hours per pay period (effective January 1, 2002 - six point four four two [6.442]). The entitlement during this period shall be credited at the commencement of each vacation year.

(b) For purposes of determining service for vacation entitlement only, for regular full-time and part-time employees, it shall be the initial start date as an employee with the Employer.

(c) For purposes of this provision, full-time employees are those employees who are scheduled for at least thirty-five (35) hours per week on average. When prorating vacation entitlement for part-time employees, the proration shall be a percentage of thirty-five (35) hours [the average regularly-scheduled hours per week, divided by thirty-five (35)].

### 18.2 Vacation Period

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer, except where the period requested would be detrimental to the operation of the Employer

### 18.3 Splitting of Vacation Periods

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods, subject to the approval of the Employer.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period,

but only after the “*first*” and “*second*” vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other “*first*”, “*second*” and “*third*” vacation periods have been posted.

Annual vacations for employees with less than ten (10) workdays’ vacation shall be granted in one (1) continuous period.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

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

#### **18.4 Vacation Pay**

Upon receipt of fourteen (14) days’ written notice, the Employer shall pay to the employee, on the pay day immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

#### **18.5 Vacation Carryover**

(a) An employee may carry over up to five (5) days’ vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

(b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.6 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Clause 18.1.

#### **18.7 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 by mutual agreement, or shall be reinstated for use at a later date.

#### **18.8 Call Back From Vacation**

(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 by himself/herself, in proceeding to his/her place of duty and, upon resumption of vacation, in returning to the place from which he/she was recalled, 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.

### **18.9 Vacation Credits Upon Death**

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

### **18.10 Vacation Entitlement Upon Termination**

Where a terminating employee has taken more vacation than earned, the unearned portion shall be recovered upon termination, which shall include deduction from the final paycheque(s).

## **ARTICLE 19 - EDUCATION LEAVE**

### **19.1 Leave With Pay**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

### **19.2 In-Service Education**

Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **19.3 Leave Without Pay**

After three (3) years' continuous service an employee may request an unpaid leave of absence to take educational courses relating to health service delivery subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.
- (c) The Employer shall provide written reasons for the denial of leave pursuant to section (a) above.
- (d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Employees eligible for Health Care Plans will be entitled to maintain coverage pursuant to Article 25 during the period of the leave by pre-paying, in advance, the full cost of the premiums (Employer and employee) for the entire period with post-dated cheques for each month. Should cheques be returned NSF (not sufficient funds), coverage is cancelled and will not be reinstated during the leave. Upon return to work, an employee shall be placed in his/her former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise his/her rights in accordance with Article 13.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Compassionate Leave**

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three (3) workdays.

“*Immediate family*” is defined as an employee’s parent, spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, and any other relative permanently residing in the employee’s household or with whom the employee permanently resides.

In the event of the death of the employee’s brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

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

## **20.2 Jury Duty**

If an employee is required to attend court as a juror, the Employer must grant leave to the employee who requests such leave and must not terminate his/her employment or change a condition of his/her employment without the Union’s or employee’s written consent. As soon as the leave ends, the Employer must place the employee in the position he/she held before taking the leave, or in a comparable position, as agreed with the Union. If the Employer’s operations are suspended or discontinued during or at the end of the leave, the provisions of Article 13 apply.

## **20.3 General Leave**

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee’s and the Employer’s share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two (2) weeks’ notice, except in cases of emergency. Such leave will only be approved for employees who have completed their probationary period, or for employees in a new position (casual employees who are appointed to a regular part- or full-time position, or regular part-time employees appointed to a regular full-time position) who have completed three (3) calendar months in the new position.

## **20.4 Benefits on Leave of Absence**

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

## **20.5 Full-Time Public Duties**

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.

## **20.6 Personal Shifts**

Regular full- and part-time employees who have completed their initial probation shall be credited annually on January 1 with two (2) paid personal shifts (effective January 1, 2002 - three [3], effective January 1, 2003 - four [4]), to be used at their own discretion and for their own purposes. Regular scheduling shall be on a minimum of twenty-four (24) hours’ advance notice (longer notice is preferred to allow scheduling of

coverage), shall not be used on statutory holidays, but if used for absence due to illness, shall not require the regular notice.

Where a terminating employee has taken more “*personal shift*” entitlement than earned, the unearned portion shall be determined on an annual pro rata basis and recovered upon termination, which shall include deduction from the final paycheque(s).

## ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

### 21.1 Maternity Leave

- (a) An employee is entitled to a 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 the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under section (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 shorter period under section (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 of absence request is made under section (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 employee may be required to supply a certificate from 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 sections (a) or (e) above, the Employer, upon request, shall grant to the employee a leave of absence extension not to exceed a total of six (6) further consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity of the leave.

### 21.2 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 if the employee so 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 Clause 21.1(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 Clause 21.1, unless the Employer and the employee agree otherwise;

- (2) in the case a father, following the birth of the child and within the fifty-two (52) week period after the birth date;
- (3) in the case of an adopting parent, following the adoption 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.

### **21.3 Combined Maternity and Parental Leave**

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

### **21.4 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 Care Plans), in the same manner as if the employee were not absent, where the employee elects to pay his or her share of the cost of the plans.

### **21.5 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.
- (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 the seniority provisions in this Agreement, comply with section (a) above.
- (c) The employee may be required to take a paid reorientation.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### **22.1 Statutory Compliance**

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

### **22.2 Occupational Health and Safety Committee**

- (a) The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be between the Employer and the Union, with equal representation, and with each Party appointing its own representatives.
- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee. Employees who are

members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

(c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will assist in increasing the awareness of all staff on such topics as workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

(d) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(e) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

### 22.3 Aggressive Behaviour

(a) “*Aggressive behaviour*” means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

(d) Where community resources are available, critical incident stress defusing shall be made available and known to employees who have suffered a serious work-related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

### 22.4 Vaccination and Inoculation

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge (effective six (6) months following Union ratification) to those employees who may be exposed to body fluids or other sources of infection.

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

employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

### **22.5 Video Display Terminals**

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

### **22.6 Transportation of Accident Victims**

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

## **ARTICLE 23 - MORE FAVOURABLE RATE OR CONDITIONS**

All more favourable rates or conditions except as they are amended by negotiations, shall be continued in the Collective Agreement.

Any matters in this regard will first be brought to the attention of the Employer. If not resolved in that fashion, the matter will then be addressed by the Union-Management Committee.

## **ARTICLE 24 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

Except in cases of emergency or for instruction purposes as mutually agreed, excluded staff, as defined in Clause 2.1, shall not perform bargaining unit work. "*Bargaining unit work*", for purposes of this Article, refers to duties normally performed by members of the bargaining unit within the classifications set out in Appendix 1, or new classifications as agreed pursuant to Article 28.

## **ARTICLE 25 - HEALTH CARE PLANS**

### **25.1 Definitions**

All health care plans referenced within this Collective Agreement, which provide for spousal coverage, shall include coverage for common-law spouses as defined below:

"*Common-law spouse*" shall be defined as two (2) people who have cohabited as spousal partners for a period of not less than one (1) year, and shall include same-sex partners.

"*Coverage*", as referenced in the following provisions, means that the Employer has secured the benefit plan and provided for employee enrolment.

In the event that the Employer chooses to change health care plan carriers, the Employer shall ensure that the available benefits of the new plan shall be substantially the same or generally better than those provided by the prior carrier. Upon the change, the Employer will meet with the members of the Labour-Management Committee to explain the plan changes and provide the Union with a copy of the details of the new plan and identify the substantive changes. Employees covered by the new plan shall receive details of the substantive changes.

Where a health care plan reference in this Collective Agreement includes coverage for an “*eligible dependant*”:

An “*eligible dependant*” is one who is so classified for income tax purposes.

### **25.2 B.C. Medical Insurance**

For those employees not already enrolled under other spousal or family coverage, the Employer shall pay one hundred percent (100%) of the regular monthly premiums for eligible regular full- and part-time employees who have completed three (3) calendar months of employment, their spouses and dependants, for medical coverage under the B.C. Medical Plan.

### **25.3 Dental Benefit**

The Employer shall reimburse, for full- or part-time regular employees who have completed one (1) calendar year of service, their spouses and eligible dependants, one hundred percent (100%) of dental treatment expenses, to a maximum of four hundred dollars (\$400) (effective January 1, 2001 - five hundred dollars [\$500]) per family, per year, upon production of appropriate receipts.

### **25.4 Extended Health Plan**

The Employer shall pay one hundred percent (100%) of the monthly premiums for regular full- and part-time employees who have completed three (3) calendar months of employment, their spouses and eligible dependants, for coverage under the Extended Health Plan currently in effect.

### **25.5 Group Life Insurance and Accidental Death and Dismemberment**

The Employer shall pay one hundred percent (100%) of the monthly premiums for regular full- and part-time employees who have completed three (3) calendar months of employment, for coverage under the Group Life and Accidental Death and Dismemberment Insurance Plans currently in effect.

### **25.6 Long-Term Disability Plan**

The Employer shall provide, for regular full- and part-time employees who have completed three (3) calendar months of employment, coverage under the Long-Term Disability Plan currently in effect. The premium share percentage currently in effect shall be maintained, subject to the share being consistent throughout the bargaining unit, and based upon the lowest employee cost share currently in effect.

The Long-Term Disability Plan is incorporated as Appendix 5 in this Collective Agreement.

## **ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY**

### **26.1 Return of Employer Property on Termination**

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 is required to recover the value of articles which are not returned.

### **26.2 Personal Property Damage**

Upon submission of reasonable proof (i.e. witnessed by more than one staff or client and incident-reportable), 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 (excluding clothing, jewellery, or unauthorized use of a personal vehicle).

### 26.3 Dress Code

Employees will wear casual dress. Clothing will be clean and tidy. Shoes are to be closed toe in accordance with WCB standards. Loose fitting shorts to mid-thigh will be considered acceptable. Back and mid-section will not be exposed. Employees who report for work improperly dressed will be required to change. Leave will be without pay and there will be no compensation for mileage.

### 26.4 Protective Clothing

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same.

## ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

### 27.1 Paydays

- (a) Employees shall be paid biweekly every second Friday. Paycheques/stubs will be presented in such a way as to maintain the confidentiality of the cheques/stubs.
- (b) The statements given to employees with their paycheques/stubs shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay, in a participating chartered bank, trust company or credit union of the employee's choice, on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) When a payday falls on a non-banking day, the paycheque shall be deposited or provided prior to the established payday.
- (e) The Employer will make every reasonable effort to ensure that employees on evening shift paid by cheque shall receive their paycheques on the day immediately prior to payday.
- (f) The Employer will make every reasonable effort to ensure that employees on night shift paid by cheque shall receive their paycheques on the morning of the payday at the conclusion of their shift.
- (g) Employees paid by cheque whose days off coincide with payday shall be paid, as far as practicable, on his/her last workday preceding the payday, provided the cheque is available at his/her place of work.

### 27.2 Compensation

- (a) Rates of pay shall be those set out in Appendix 1.
- (b) Prior to certification, the wage scale was based upon increments which were anniversary-based (after one [1] calendar year from commencement of employment etcetera). The wage rate schedule in Appendix 1 is based upon straight-time hours worked, though for a full-time employee, a year is a year and the increments are effectively anniversary based. For part-time and casual employees working less than full-time hours, the increments are based upon hour equivalents (one [1] year is equivalent to two thousand and eighty-seven [2,087] hours, for example). Therefore, an employee commences earnings toward the next increment (where applicable) on the basis of hourly equivalents, starting with the initial date of hiring.

(c) The underpinning of the wage grid pursuant to Appendix 1 is prior mutually agreeable (between the Employer and Union) designation, by the Employer, of existing staff, to maximize, by seniority, “full-time” positions, then “part-time” positions, then casual status, recognizing that circumstances regarding client numbers may change and that labour adjustments may then be required pursuant to Article 13, but that the principles of maximizing full-, then part-time regular positions will underpin future staffing.

### **27.3 Temporary Promotion or Transfer**

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

### **27.4 Relieving in Higher- and Lower-Rated Positions**

In the event of an employee relieving in a higher-rated job, the employee shall receive the next-higher increment of the new position after not less than one (1) workday, retroactive to the start of the relief period. In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

### **27.5 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

### **27.6 Transfers**

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee’s present increment step in the former job shall be credited toward progression to the next increment step in the new job.

### **27.7 Demotions**

An employee requesting a voluntary demotion from a higher- to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority.

### **27.8 Salary Protection and Downward Reclassification of Position**

An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position, or placement into another position with a lower maximum salary, that is caused other than by the employee. The employee shall not receive negotiated salary increases until the salary of the employee’s new classification equals or exceeds the salary which the employee is receiving. When the salary of the employee’s new classification equals or exceeds the salary which the employee is receiving, the employee’s salary will be implemented at the maximum step of his/her new classification. The employee shall receive the full negotiated salary increases for his/her new classification thereafter.

### **27.9 Re-employment After Retirement**

(a) Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer’s service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed. All perquisites earned up to the date of retirement shall be continued or reinstated.

(b) Where increment progression in the employee's position is based on hours of service, the employee shall maintain credit for hours worked in the present increment for the purpose of progression to the next step.

(c) Where increment progression in the employee's position is based on calendar length of service, the employee shall maintain his/her anniversary date.

#### **27.10 Re-employment After Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all prerequisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **27.11 Supervisory or Military Service**

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

#### **27.12 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

#### **27.13 Vehicle Allowances**

(a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty cents (30¢) (effective January 1, 2002 - thirty-five cents [35¢], effective January 1, 2003 - forty cents [40¢]) per kilometre. The minimum allowance shall be two dollars (\$2).

(b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

(c) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 7) and two million dollars (\$2,000,000) Third Party Legal Liability.

(d) Employees shall receive an advance equivalent to the difference between the coverage in section (c) with four (4) years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 2 or 3 whichever is applicable); two million dollars (\$2,000,000) Third Party Legal Liability; four (4) years' safe driver discount, upon proof of insurance as required by the Employer.

(e) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.

#### **27.14 Meal Allowances**

The Employer agrees to reimbursement of meal expenses for employees on the Employer's business away from their work location.

#### **27.15 Out-of-Pocket Expenses**

An employee in performing his/her duties shall be reimbursed reasonable out-of-pocket expenses, as long as such costs are not addressed by specific allowances elsewhere in this Agreement. The Employer will develop reasonable guidelines indicating which expenses are authorized.

**27.16 Indemnification and Reimbursement of Legal Fees**

- (a) Except where there has been negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless the employee from any liability action arising from the proper performance of her/his duties for the Employer; and,
  - (2) assume all reasonable costs, legal fees and other expenses arising from any such action.
- (b) Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

**ARTICLE 28 - JOB EVALUATION AND CLASSIFICATION****28.1 Job Descriptions**

- (a) The Employer shall draw up job descriptions for all jobs in the bargaining unit and present them in writing to the Union designate within ninety (90) days of ratification of this Collective Agreement.
- (b) The job descriptions presented to the Union shall become the recognized job descriptions unless written notice of objection is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
- (1) the procedure whereby the job shall be established has been followed;
  - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
  - (3) the job is properly remunerated in relation to the existing wage schedule; and
  - (4) any qualifications established for the job are relevant and reasonable.

If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

**28.2 New and Changed Positions**

- (a) When a new or substantially altered job category covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. Unless notice of objection by the Union is given to the Employer within sixty (60) calendar days after such notice, the wage rate and job description shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Clause 28.1.
- (b) If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.
- (c) If, during the term of the Collective Agreement, it appears to the Union that the duties of a classification have increased in responsibility, and that a higher wage rate, established or not, would be

more applicable, the Union may grieve the matter, commencing at Step 1 of the grievance procedure, and, if necessary, the matter shall be resolved through interest arbitration, the arbitrator to be mutually agreed or selected by the Collective Agreement Arbitration Bureau. The provisions of section (b) above will apply.

## ARTICLE 29 - SICK LEAVE

### 29.1 Premium Reductions

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

### 29.2 Sick Leave Credits

Regular employees (prorated for partial years and for regular part-time employees) shall be credited with forty (40) hours of sick leave credits annually on January 1. Regular part-time employees will earn such credits based upon all hours paid, but the January 1 calculation will be based upon the regularly-scheduled hours of work for the forthcoming year. The balance will be recorded by the Employer. Employees shall be entitled to carry forward, from one year to the next, up to forty (40) hours of unused sick leave (the maximum carry-forward balance will not exceed forty [40] hours in any one year).

Employees will be advised, at the beginning of each calendar year, the number of hours they will be credited based on their scheduled hours of work for that year. Where a terminating employee has taken more sick leave than earned, the unearned portion shall be recovered upon termination, which shall include deduction from the final paycheque(s).

### 29.3 Sick Leave Pay

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer of their return.

### 29.4 Workers' Compensation Pay

- (a) Employees shall receive directly from the Workers' Compensation Board (WCB) any wage-loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage-loss benefits, paid holidays and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 25 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of section (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Workers' Compensation Act, so long as the employee is otherwise entitled to benefits under those sections of the Workers' Compensation Act.
- (d) Where an employee has been granted sick leave and is subsequently approved for WCB wage-loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

(e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Clause 20.4 except that seniority shall continue to accrue based on regular hours.

### **29.5 Sick Leave Deductions**

Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off.

### **29.6 Medical/Dental Appointments**

An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted. As much notice as possible will be provided to the Employer.

### **29.7 Leave of Absence Without Pay - More Than One Year of Service**

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

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

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated, unless this action jeopardizes entitlement to Long-Term Disability Benefits.

### **29.8 Leave of Absence Without Pay - Less Than One Year of Service**

Employees with less than one (1) year's service who are off because of sickness or accident shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) workdays. Further leave of absence periods of seven (7) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within seven (7) workdays from such an employee explaining his/her condition, he/she shall be removed from the payroll, unless this action jeopardizes entitlement to Long-Term Disability Benefits.

### **29.9 ICBC Claims**

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 ICBC but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against 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.

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Casual Employees

- (a) Casual employees shall receive four point two three percent (4.23%) of their straight-time pay in lieu of vacation pay. Paid holidays shall be calculated as per the Employment Standards Act, except that Boxing Day and Easter Monday are included.
- (b) Casual employees shall serve a probationary period of three (3) calendar months. During the probationary period casual employees may be terminated for unsatisfactory service.
- (c) A casual employee who has not completed probation under this Clause and who successfully bids into a regular position shall serve a probationary period pursuant to Clause 12.9.
- (d) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Clause 12.9.
- (e) Where a casual employee is called to work in a different classification, the employee shall serve a qualifying period of three (3) calendar months. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.

### 30.2 Call-In Procedures

- (a) Casual employees shall be called to work in order of their seniority provided that they are qualified to perform the work which is available. The qualifications shall be those set out in the job descriptions pursuant to Clause 28.1(a) and included at Appendix 4.
- (b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within sixty (60) days, that position shall be posted and filled pursuant to the provisions of Clause 12.1(a).
- (c) A casual employee who is appointed to fill a position under section (b) above may only become a regular employee by successfully bidding into a permanent vacancy, pursuant to Article 12. Upon completion of an assignment, a casual employee shall revert to the casual seniority list.
- (d) The manner in which casual employees shall be called to work shall be as set out in the protocol at Appendix 3.
- (e) Casual employees may be removed from the recall list for reasons of a persistent pattern of unreasonable unavailability. The following is not an exhaustive list of legitimate reasons for unavailability, but includes examples of the nature of legitimate reasons:
  - (1) absence on a WCB claim;
  - (2) maternity, adoption, or parental leave;
  - (3) absence for reasons of bereavement;
  - (4) military or military reserve service;
  - (5) illness: proof of illness may be required where the Employer has a reasonable apprehension that the employee is not ill, or where it appears that a pattern of consistent or frequent absence is developing;
  - (6) Union leave;

- (7) jury and/or witness duty;
- (8) medical and/or dental appointments: the employee shall advise the Employer of the date and time of the appointment at the time it is made, and with as much notice as possible to allow alternate schedule arrangements to be made by the Employer;
- (9) inability to arrange appropriate child care;
- (10) prescheduled spousal vacation times: when spousal vacation is scheduled, the employee shall advise the Employer with as much advance notice as possible;
- (11) conflicts with other employment schedules; and
- (12) short changeover.

### 30.3 Seniority List

- (a) The casual seniority list shall be revised every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the adjustment dates) in each year. Casual employees hired after an adjustment date shall be added to the seniority list in the order that they are hired.
- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next following adjustment date.
- (c) Within two (2) weeks of each adjustment date, the Employer shall send, to the Union designate, a revised copy of the casual seniority list.

### 30.4 Regular Part-Time Employees

Regular part-time employees may register for casual work under this Clause except that Clauses 30.1(a), (b), (c) and (d) shall not apply. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation. Regular part-time employees shall have preference over casual employees for casual work.

### 30.5 Increments

Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

### 30.6 Application of Agreement

Except as otherwise noted in this Agreement, the following provisions do not apply to casual employees; all other provisions do apply to casual employees unless otherwise explicitly stated.

Clause 11.2	Seniority List
Clause 12.9	Probationary Period
Clause 12.10	Qualifying Period
Article 13	Labour Adjustment and Technological Change (except in case of closure)
Clause 14.3	Scheduling Provisions
Clause 16.8	Overtime for Part-time employees
Clause 16.10	Call Back
Article 17	Paid Holidays (except Clause 17.6)
Article 18	Vacation Entitlement
Article 19	Education Leave
Article 20	Special Leave and Other Leave
Article 21	Maternity and Parental Leave

Article 25	Health Care Plans
Clause 27.3	Temporary Promotion or Transfer
Clause 27.5	Promotions
Clause 27.6	Transfers
Clause 27.7	Demotions
Clause 27.9	Reemployment After Retirement
Clause 27.10	Reemployment After Voluntary Termination or Dismissal for Cause
Clause 27.11	Supervisory or military service
Clause 27.12	Seniority Dates
Article 29	Sick Leave

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 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. Sufficient copies of the Agreement will be printed for distribution to employees. The Employer and the Union will share equally the cost of printing and distribution.
- (b) The Agreements shall be printed in a Union print shop and shall bear a recognized union label.
- (c) The Union will provide copies of the printed Agreement within ninety (90) days of the signing of this Agreement. Ninety (90) days may be waived in extenuating circumstances.

### **31.2 Volunteers**

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

The Union recognizes that clients may participate in the day-to-day operations of the Employer for therapeutic value.

### **31.3 Onsite Meals**

Employees who are required to prepare meals and eat the meals, or who are required to eat the meals, at the worksite with clients or residents shall have the same meal provided at no cost to the employee.

### **31.4 Job Sharing**

The Employer shall not enter into any job sharing agreements with employees without the written agreement of the Union.

### **31.5 Personal Duties**

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

### **31.6 Client Information**

The Employer shall provide employees with information regarding a client or resident which is necessary for the employee to safely carry out his/her duties.

### 31.7 Special Employment Programs

Where participants in a special employment program for youth or other individuals will perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

### 31.8 Article/Clause Headings

In this Agreement titles shall be descriptive only and shall not form part of the interpretation of the Agreement by the Parties or an Arbitration Board.

### 31.9 Staff Meetings

Employees who are required to attend staff meetings outside their regular hours of work shall be paid for such hours at overtime rates, except as set out in Clause 16.8.

## ARTICLE 32 - TERM OF AGREEMENT

### 32.1 Duration

- (a) This Agreement shall be binding and remain in effect to midnight **December 31, 2003**.
- (b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect **on November 1, 2000**.

### 32.2 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.

### 32.3 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after **October 1, 2003** but in any event not later than midnight, **October 31, 2003**.
- (b) Where no notice is given by either Party prior to **October 31, 2003**, both Parties shall be deemed to have given notice under this Clause on **October 31, 2003**.

### 32.4 Agreement to Continue in Force

- (a) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.
- (b) It is agreed that the operation of subsections 50(2) and 50(3) of the Labour Relations Code is excluded from this Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Joan Grimsrud, Vice-President

\_\_\_\_\_  
Ken Vollweiter, Bargaining Unit Chairperson

\_\_\_\_\_  
Heather Grant, Nurse Manager

\_\_\_\_\_  
Sue Janzen, Bargaining Committee Member

\_\_\_\_\_  
D. Kim Smith, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX 1 - HOURLY WAGE RATES**

*Pursuant to Clause 27.2:*

<b>Job Classification</b>	<b>Current</b>	<b>November 1, 2000</b>	<b>January 1, 2002</b>	<b>January 1, 2003</b>
<b>Rehabilitation Assistant</b>				
<b>Start</b>	<b>\$ 11.45</b>	<b>\$ 12.00</b>	<b>\$ 12.35</b>	<b>\$ 12.65</b>
<b>Two (2) Years</b>	<b>\$ 11.95</b>	<b>\$ 12.50</b>	<b>\$ 12.85</b>	<b>\$ 13.15</b>
<b>Three (3) Years</b>	<b>\$ 12.45</b>	<b>\$ 13.00</b>	<b>\$ 13.35</b>	<b>\$ 13.65</b>

**APPENDIX 2 - ARBITRATORS**

Arbitrators pursuant to Clause 9.8(m):

Merv Chertkow  
Marguerite Jackson  
David Stevenson  
Guy Beaulieu

### APPENDIX 3 - CASUAL EMPLOYEE RECALL PROTOCOL

- (a) **Reporting Sick:** An employee who is sick calls his/her own house to report inability to work due to illness.
- (b) (1) **If lead time for shift to be replaced is zero to one (0 - 1) day:** Casual staff will be called in order of seniority, letting the phone ring six (6) times per call, but there is no need to leave messages. The first casual contacted and accepting the shift will replace the ill employee.
- (2) **If lead time for casual work is two (2) or more days:** Casual staff will be called in order of seniority. Calls will be made by the House Manager or other designated staff between the hours of 09:00 and 10:00 hours. If the casual employee does not answer, a message will be left; casual staff must respond by 10:00 hours the next day. If the casual employee does not respond within twenty-four (24) hours of the message, the shift(s) will be considered refused and the next senior casual employee will be called.
- (c) **Casuals must respond to calls.**
- (d) (1) **For an assignment of less than five (5) workdays:** Any casual employee previously booked during the new assignment (for any length of time, for any rate of pay) will not be offered the new assignment.
- (2) **For an assignment of five (5) or more workdays:** Up to two (2) previous assignments will be shifted for a block of five (5) or more days.

**“Assignment”** means consecutive days in one house at one rate of pay.

- (e) **Availability Status:** Clause 30.2(e) of the Collective Agreement describes unreasonable availability which are generally, but not limited to, situations other than the following: personal or family illness, medical appointments, death in the family, jury duty, booked vacation, working in the other house.

- (1) Casual employees must advise Managers, in writing, of their availability for the following month by the 25th of each month.
- (2) Casual employees must keep House Managers aware of when and where they are working. For example, when a casual employee accepts a replacement shift in the Annex, s/he must advise the staff at Westsyde Care Residence. Phone numbers for this purpose are:

Westsyde Care Residence..... 579-5357  
 Westsyde Annex ..... 579-7675.

- (f) **If a casual employee is on vacation:** If casual work arises during the period after a casual employee’s vacation, s/he will be called as per the *“Protocol”* [see (b) above]. The casual employee should notify the caller if s/he wants to accept this casual work. However, non-acceptance of such casual work while on vacation will not be considered a refusal. Our intention here is to notify casual employees on vacation of available casual work after their vacation period is over.
- (g) Managers must book advance replacement as soon as possible.

**APPENDIX 4 - JOB DESCRIPTIONS PURSUANT TO ARTICLE 28****REHABILITATION ASSISTANT**

- (a) **Introduction:** Individuals appointed to this position participate as part of the rehabilitative/long-term care team with responsibilities for the care of resident, day, and community clients under the mission and purpose of Westsyde Care Residences.
- (b) **Reporting Relationships:**
- (1) Reports primarily to the House Manager and, in her/his absence, to the Nurse Manager.
  - (2) Takes direction for clinical practice from the House Manager, Nurse Manager and members of the interdisciplinary team.
- (c) **Roles and Responsibilities:**
- (1) Under direction of “*the House Manager and Nurse Manager (the Management Team)*”, assists with the design, implementation, monitoring and evaluation of care plans.
  - (2) Administers prescribed medications and administers treatments under the supervision of the Management Team and in accordance with Westsyde Care Residences policies and procedures.
  - (3) Prepares meals, cleans facilities and provides clients with guidance in these areas as needed.
  - (4) Maintains a safe environment for clients.
  - (5) Attends to daily maintenance and upkeep of Westsyde facilities.
  - (6) Full-time Rehabilitation Assistants will maintain expertise in a given area of rehabilitation and will assume specific programming responsibilities under the direction of House Manager and Nurse Manager.
  - (7) Assumes responsibility for occasional petty cash disbursements and returns all receipts to House Manager or Nurse Manager.
  - (8) Documents client data appropriately. Documents internal data as required.
  - (9) Assists clients with all aspects of “*activities of daily living (ADLs)*” within a therapeutic framework under the direction of House Manager and Nurse Manager.
  - (10) Demonstrates the ability to work independently and as a team member. Refers client issues to the appropriate team member.
  - (11) Reports to House Manager or Nurse Manager any emergency medical problems, e.g., severe cuts, accidents, seizures, fever, pain or sudden change in health or mental status of any client.
  - (12) Reports to House Manager or Nurse Manager any suspected or confirmed substance abuse of any client.
  - (13) Participates in team meetings and staff meetings.

- (14) Participates in Quality Assurance activities.
  - (15) Participates in food preparation for client meals and snacks following menu plans, Canada Food Guide and Heart Smart Diet guidelines.
  - (16) Administers minor health procedures to clients following established guidelines as directed by an authorized physician or the Nurse Manager.
  - (17) Reads the Communication Book, Kardex, Client Daily Report Logs, current memos and Minutes of Meetings during each shift worked.
  - (18) Studies and demonstrates an understanding of the seizure protocol and/or any other individualized protocol of each client.
  - (19) Maintains knowledge of and adheres to company policies, procedures and philosophy at all times.
- (d) **Measures of Performance:**
- (1) Goals and objectives for each client are assessed monthly.
  - (2) Reports and assignments are completed on a timely basis.
  - (3) Performance appraisals are completed annually based on criteria established in the job description for Rehabilitation Assistant.
  - (4) Refers to “*current care plans (KARDEX)*” for direction in working with clients.
- (e) **Qualifications:**
- (1) Equivalent combination of education and/or experience in long-term care or rehabilitation.
  - (2) Demonstrates the ability to work independently and as a member of an interdisciplinary team.
  - (3) Possesses and maintains a valid B.C. Driver’s Licence.
  - (4) Possesses and maintains a valid First Aid Certificate (Safety-Oriented First Aid).
  - (5) Possesses a Food Safe Certificate.
  - (6) Presents evidence of health status as required and is in good health, free from communicable diseases, and is tested for tuberculosis pre-employment.
  - (7) Demonstrates commitment to the upgrading and development of skills by attending in-service education and seminars as required.
  - (8) Has a satisfactory Criminal Record Check pre-employment.

## APPENDIX 5 - LTD INSURANCE PLAN

The “*Long-Term Disability Insurance Plan*” is incorporated in the Collective Agreement as Appendix 5 pursuant to Clause 25.6. The plan, however, is available under separate cover. Any disputes regarding entitlement will be resolved pursuant to Articles 8 and 9.

### LETTER OF UNDERSTANDING 1 - PICKET LINES DURING CLIENT MEDICAL EMERGENCY

In the event that a client requires emergency medical attention at a hospital or emergency medical facility which is behind a picket line, and there are no available alternative treatment facilities, management staff who are available shall first accompany the client to that facility before any bargaining unit staff are assigned to do so.

Legislation requires that the health facility being picketed must first negotiate essential services for clients/patients, and picket passes are regularly available in such instances. Bargaining unit staff assigned to accompany the client to such a picketed facility will obtain a picket pass at a time appropriate to the medical emergency, and will not refuse to provide the emergency assistance for the client by refusing to cross the picket line.

### LETTER OF UNDERSTANDING 2 - CONTRACTING OUT - ARTICLE 24

The Parties recognize that there are current precertification work assignments, contracting arrangements, and service provision agreements that need recognition and do not conflict with the contracting out provisions of the Collective Agreement.

The nature of some of these situations is captured in the following list, which is not exhaustive, but identifies the type of situation referenced above:

- electrical work and repairs;
- specialty work performed to meet fire regulation compliance, including, for example, sprinkler system repairs;
- painting, where no staff are qualified;
- most building maintenance (not normal cleaning);
- specialty work requiring certification, when the certification is not possessed by bargaining unit staff (physio, speech, nursing);
- snow removal requiring special equipment;
- yard work that is not performed by bargaining unit staff, including such things as sprinkler system repairs;
- provision of pharmacy services;
- carpentry work, where staff are not qualified; and
- staff training where staff do not possess the qualifications, such as CPR/CPI/Med seminar/etcetera.

Matters that arise regarding the appropriateness of contracting out work will be first addressed by the Union-Management Committee, in order to limit any disputes.

**LETTER OF UNDERSTANDING 3 – DEFINITION OF CASUAL EMPLOYEE – TRIAL PERIOD**

It is agreed, that for the term of the Second Collective Agreement between the Parties, there shall be a trial amendment to the definition of casual employee.

**“Casual employee”** is one who works sixteen (16) hours per week or less (plus an additional eight [8] hours in a week in which a long weekend is included) and/or is employed in the following capacities:

- (a) for relief purposes;
- (b) temporary workload situations.