
COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

THE WAVERLY VENTURES LTD.

(January 28, 1999 to March 31, 2003)

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EMPLOYMENT STANDARDS REFERENCES

- (i) Employment Standards Cross Reference
- (ii) Maternity Parental Leave Amendments
- (iii) Employment Standards Act - September 6, 2000

MEMORANDUM OF AGREEMENT

BETWEEN:

THE WAVERLY VENTURES LTD.

AND:

HOSPITAL EMPLOYEES' UNION, representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agent.

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the right of the sick person to uninterrupted, skilful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (c) 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.

1.03 Personal and Sexual Harassment and Complaints Investigation

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Personal harassment is
 - (1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia or for sexual orientation. These include: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.
 - (2) deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.
- (c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:
 - (1) sexual solicitation or advance or inappropriate touching or sexual assault;
 - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (d) An employee allegedly being harassed by another employee, a supervisor or a contractor engaged by the Employer may register the complaint in writing to the Owner(s), either directly or through the Union. The Owner(s) shall deal with the complaint with all possible confidentiality and discretion.

The Owner(s) shall investigate the allegation and, if substantiated, take action appropriate to the offence.

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

Unresolved complaints of harassment may be initiated by the employee as a grievance at any step of the grievance procedure.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agent

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

Agreement.

2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

Article 18.01 - Employer's Notice of Termination

2.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Effective immediately, once per calendar year the Employer shall provide to either the

Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer.

2.04 Induction

The Secretary-Treasurer shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

2.05 Shop Stewards

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two **(2)** Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member may interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department maybe given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.
- (6) It is agreed that Shop Stewards must be current employees at Waverly of Chilliwack.

ARTICLE 3 - DEFINITIONS

Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than two (2) years.
This definition shall apply to the following sections of the Agreement:

- Article 30.01 - Compassionate Leave
- Article 31.01 - Special Leave
- Article 38.01 - Medical Plan
- Article 38.02 - Dental Plan
- Article 38.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The management of the Employer's business, and the direction of the working forces including the hiring and firing of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.
The Union agrees that all employees shall be governed by all rules 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.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

- 5.01** The nature of health care is such that at times it may be necessary for an employee to perform work, for a short period of time, not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

ARTICLE 6 - LEGAL PICKET LINE

6.01 Legal Picket Line

Refusal to cross or to work behind a picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line shall be considered to be absent without pay.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

There shall be a Union/Management Committee. The parties shall keep each other informed at all times of the names of the respective committee members.

7.02 Union/Management Meetings

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 8.04.

7.03 Committee Meetings

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or his/her representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

The Union and the Employer shall exchange written agendas at least one (1) week prior to meetings called under **7.02**, except an issue may be added to the agenda if it arises after the exchange of agenda but prior to the scheduling of the meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave his/her work without advising his/her immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient care is not affected.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

8.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that he/she has the right to representation by a Shop Steward or Union committee member of his/her choice.

8.03 Right to Grieve Disciplinary Action

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

8.04 Grievance Procedure

If an employee has a grievance, his/her grievance shall be settled as follows:

STEP ONE:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

STEP TWO:

The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by a Shop Steward or a Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

8.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

Employees shall not be dismissed or suspended except for just and reasonable cause.

8.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer, without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

8.07 Expedited Arbitrations

- (1) A representative of the Employer and the Secretary-Business Manager of the Union, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (6) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (7) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (8) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (9) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (10) The expedited arbitrators, who shall act as sole arbitrators, shall be Grant MacArthur; H.A. Hope, Q.C.; S.F.D. Kelleher; H. Laing; J. McEwen; D.R. Munroe, Q.C.; V.L. Ready; Jim Breckenridge.
- (11) The expedited arbitrator shall have the same powers and authority as an

- arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (12) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (13) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01(a) Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the Secretary-Business Manager of the Union fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

One member is to be appointed by the Committee on Labour Relations, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

1. D. Larson
2. H.A. Hope, Q.C.
3. M. Jackson
4. S.F.D. Kelleher
5. John Hall
6. D.C. McPhillips
7. D.R. Munroe, Q.C.

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

The decision of the said arbitrators, or any two of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

Where the arbitrator who is in line to hear a dismissal/suspension case under this clause advises the Union that his/her next available hearing date is more than two months away, the Union has the right to pursue the next arbitrator in the rotation, and so on, until an arbitrator becomes available who can provide an earlier hearing date.

9.01(b) Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step

Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

1. Dalton Larson
2. H.A. Hope, Q.C.
3. M. Jackson
4. S.F.D. Kelleher
5. John Hall
6. D.C. McPhillips
7. D.R. Munroe, Q.C.

The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the Labour Code of BC shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 9 excepting Article 9.03.

9.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

9.03 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

9.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

9.05 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

9.07 Reinstatement of Employees

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

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

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS**10.01 Regular Full-Time Employees**

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

10.02 Regular Part-Time Employees

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

10.03 Casual Employees

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

10.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8, Section 8.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored

to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01** For the first four hundred and fifty (450) hours worked with the Employer, an employee shall be a probationary employee. In no case shall a Regular part-time employee's probationary period exceed six (6) calendar months. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- 11.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

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

12.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

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

The personnel file shall not be made public or 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.

ARTICLE 13 - SENIORITY

13.01 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, efficiency, required

qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

13.02 Qualifying Period

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

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

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Section.

13.03 Temporary Transfer

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

13.04 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 and shall retain his/her former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of his/her prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of his/her prior job.

13.05 Re-employment After Retirement

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, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

13.06 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 perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

13.07 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.

13.08 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.

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS

14.01 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 one (1) calendar month 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, provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
 - i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

- ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 13.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made.
- (d) 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.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- (g) 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.
- (h) 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.

ARTICLE 15 - JOB DESCRIPTIONS

- (a) The Employer shall draw up job-descriptions for all jobs and classifications in the bargaining unit.
- (b) The said job-descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly renumerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

ARTICLE 16 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

16.01 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 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.

16.02 Definition of Displacement

Any 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, as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

16.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 16.02. The Employer agrees to meet with the Union expeditiously upon the Union's receipt of such notification for the purpose of negotiating the technological change.

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

16.04 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.

If an employee who transfers to a job under this clause opts out during the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

A transfer under this section 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.

16.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment

because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 13.01 and Article 17.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

17.02 **In the event of closure at The Waverly, the Employer agrees to give all staff a minimum of four (4) weeks notice.**

Effective October 1, 2002, the Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) less than four (4) years' seniority -- thirty-one (31) calendar days;
- (b) four (4) or more years' seniority but less than five (5) years' seniority -- two (2) months;
- (c) five (5) or more years' seniority -- three (3) months;

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

17.04 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be 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 Article 16.04 of this Agreement.

17.05 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18.01 **Employer's Notice of Termination - Effective October 1, 2002 "The effective date for clause 18.01 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for

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

18.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

The period of notice must be for time to be worked and must not include vacation time. The employee terminating employment shall be paid all earned vacation time and any other monies he/she may be entitled to.

18.03 Employment Abandoned

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

ARTICLE 19 - SCHEDULING PROVISIONS

- 19.01** (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
(See Memorandum of Understanding #1.)
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates

pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

- (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.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

20.02 Hours of Work - Effective October 1, 2002 "The effective date for clause 20.02 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one half (37.5) hours per week.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays plus the applicable Extra Days Off). If at the end of fifty-two (52) weeks dating 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/hour by which his/her total number of day/hours off falls short of one hundred and fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 21.
- (d) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays and extra days off, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

20.03 Rest and Meal Periods - Effective October 1, 2002 "The effective date for clause 20.03 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

(a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks.

(b) Meal Periods

Employees working shifts of longer than five (5) hours shall receive a one-half (½) hour unpaid meal break.

20.04 Part-Time Work - Effective October 1, 2002 “The effective date for clause 20.04 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit.”

The Employer shall eliminate, as far as possible, all part-time work.

ARTICLE 21 - OVERTIME - Effective October 1, 2002 “The effective date for Article 21 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit.”

21.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, including extra days off, shall be paid:

(1) the rate of time and one half (1 ½) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time thereafter;

(2) the rate of time and one half (1 ½) of their basic hourly rate of pay for all hours worked on a scheduled day off.

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

21.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 28, the employee shall be paid overtime at the rate of double (2) times the premium statutory holiday rate for all hours worked beyond seven hours (7) in that day.

21.04 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 21.05 below.

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

21.06 The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the weekly hours of work as provided at Article 20.02, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

21.07 An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of seven

dollars (\$7.00).

One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

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

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

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

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

21.11 An employee required to work overtime 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.

ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS - Effective October 1, 2002 "The effective date for Article 22 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

22.01 Employees working the evening shall be paid a shift differential of twenty-five cents (.25) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of seventy-five cents (.75) per hour for the entire shift worked.

22.02 An employee shall be paid a weekend premium of forty cents (.40) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday and a premium of forty cents (.40) per hour for each hour worked on a statutory holiday.

22.03 Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

ARTICLE 23 - CALL-BACK - Effective October 1, 2002 "The effective date for Article 23 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

23.01 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 whether or not he/she actually commences work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT - Effective October 1, 2002 "The effective date for Article 24 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

24.01 Any employee, except those covered by Article 23.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 25 - ON-CALL DIFFERENTIAL- Effective October 1, 2002 "The effective date for Article 25 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

25.01 Employees required to be on-call shall be paid an on-call differential of one dollar (\$1.00) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

25.02 Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

ARTICLE 26 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS - Effective October 1, 2002 - "The effective date for Article 26 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

26.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

26.02 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for his/her classification, or the supervisory rate of the person they are relieving, or portion thereof, whichever is greater, for any and all hours assigned.

ARTICLE 27 - TRANSPORTATION ALLOWANCE - Effective October 1, 2002 "The effective date for

Article 27 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

- 27.01** 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 twenty-two cents (\$0.22) per kilometre.
- 27.02** Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use."

ARTICLE 28 - STATUTORY HOLIDAYS - Effective October 1, 2002 "The effective date for Article 28 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

28.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	Employee's Birthday (current practice)

- 28.02** When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.
- 28.03** Employees who are required to work on a statutory holiday shall be paid at the rate of time and a half (1 ½). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.
- 28.04** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.
- 28.05** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

- 28.06** If a hospital statutory holidays occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.
- 28.07** Except as otherwise provided in this Agreement, Employees on leave of absence excluding vacation, will not be eligible for paid holidays.
- 28.08** For the purposes of holiday, the night shift is the first shift of the day.

ARTICLE 29 - VACATIONS

29.01 Vacation Entitlement

The current practice shall continue, and effective April 1, 2002, the following shall apply:

All employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.
New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service - 15 work days' vacation
5 years' continuous service - 20 work days' vacation
15 years' continuous service - 25 work days' vacation

This provision applies when the qualifying date occurs before July 1st in each year.

29.02 Vacation Period

Vacation time earned up to July 1st as indicated in Article 29.01 shall be granted as follows:

Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority.

29.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' 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 at the employee's discretion.

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 all other "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) work days' vacation shall be granted in one (1) continuous period.

29.04 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

29.05 Vacations Non-Accumulative

Vacation time shall not be cumulative from calendar year to calendar year.

29.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 29.01.

29.07 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, or becomes sick or is injured while on 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.

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

ARTICLE 30 - COMPASSIONATE LEAVE

30.01 The current practice shall continue and effective October 1, 2002, the following shall apply:

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Such compassionate leave shall be granted to employees who are on other paid leaves

of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

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

ARTICLE 31 - SPECIAL LEAVE

31.01 The current practices shall continue and effective October 1, 2002, the following shall apply:

For every period of four (4) calendar months of service during which an Employee does not utilize any sick leave, an Employee shall receive one (1) regular day off with pay, to be used for any purposes.

The Employees may accumulate special leave days without limitation and these may be carried forward from year to year. Special leave may be taken, in accordance with the number of days accrued, at any time at the Employees discretion, subject to operational requirements.

Special leave days may not be taken until they have been earned.

All unused special leave days shall be paid out to the employee upon termination of employment.

ARTICLE 32 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

32.01 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 prior to their return.

32.02 Sick Leave Accrual -Commencing April 1, 2001 regular employees shall commence entitlement to accrue sick leave benefits at the rate of one day per month for full-time employees and proportionately for part-time employees. Effective April 1, 2002 in the event of illness, employees will be entitled to access sick leave payments.

32.03 Injury-on-duty leave with pay shall be granted for the one (1) day or less not covered by the Workers' Compensation Act.

An employee shall be granted reasonable injury-on-duty leave with pay if it is determined by the Provincial Workers' Compensation Board that he/she is unable to perform his/her duties and the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such compensable injury or accident.

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of

the record of sick leave credits, that the employee was not granted sick leave with pay.

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

32.05 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

32.06 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.

32.07 Cash Pay-Out of Unused Sick Leave Credits: Effective April 1, 2002

Upon retirement, or upon termination of employment, for any reason employees shall be paid in cash an amount equal to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement or termination.

ARTICLE 33 - EDUCATION LEAVE- Effective October 1, 2002 "The effective date for Article 33 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

33.01 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.

33.02 The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

33.03 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care 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 department can be found.

(c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 34 - JURY DUTY Effective October 1, 2002 - Effective October 1, 2002 "The effective date of Article 34 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

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

ARTICLE 35 - LEAVE - UNPAID

35.01 Unpaid Leave

Except for clauses 35.04(f) and 35.05 - all other sections of Article 35 are effective October 1, 2002.

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

35.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort

shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

35.03 Unpaid Leave - Affecting Seniority and Benefits

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

35.04 Unpaid Leave - Union Business

(a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt

the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (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 (14) 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) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

35.05 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

ARTICLE 36 - MATERNITY LEAVE - Effective October 1, 2002 "The effective date for Article 36 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

36.01 Pregnancy shall not constitute cause for dismissal.

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

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

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

Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 35.03.

Effective the signing date of this agreement, leave of absence for maternity may be taken for a period not to exceed thirty (30) weeks. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the Employment Standards Act. The balance of maternity leave shall be without pay or benefits.

ARTICLE 37- ADOPTION LEAVE - Effective October 1, 2002 "The effective date for Article 37 is October 1, 2002. In the interim period the Employment Standards Act or the facility past practice applies, whichever is the superior benefit."

37.01 Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

ARTICLE 38 - HEALTH CARE PLANS

The current practice shall continue, and effective October 1, 2002 the following shall apply:

38.01 Medical Plan

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

An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment.

38.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and fifty percent (50%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$1,650.00 per patient with no run-offs for claims after termination.
- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay sixty percent (60%) of the premium.
- (d) During the term of this Agreement Blue Cross will be the carrier of the dental plan.

38.03 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the Blue Cross plan.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care shall be ninety-five dollars (\$95.00) annually.

ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN - EFFECTIVE OCTOBER 1, 2002

- 39.01** The Employer shall provide a mutually acceptable long-term disability insurance plan.
- 39.02** The plan shall be mandatory and shall cover post-probationary employees. The Plan shall provide Employees with two-thirds salary continuation for a maximum \$3500.00 per month for two (2) years commencing after a waiting period of 17 weeks has expired, in the event of a disability as defined in the Addendum.
- 39.03** The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans, to be drafted by the parties at the time that the plan is to come into effect. Any dispute over the terms of the Plan shall be adjudicated by an arbitration board in accordance with Article 9.
- 39.04** The Employer shall pay one hundred percent (100%) of the premium.

ARTICLE 40 - GROUP LIFE INSURANCE - EFFECTIVE OCTOBER 1, 2002

- 40.01** The Employer shall provide a mutually acceptable group life insurance plan.
- 40.02** Effective Date of Certification, the plan shall provide \$10,000.00 insurance coverage for post-probationary employees, \$2000.00 for a spouse and \$1000.00 for a child.
- 40.03** Benefit coverage reduces to 50% at age 65 and terminates at age 70 or retirement, whichever is earlier. Upon termination of employment, the Plan provides conversion privilege wherein the employee may convert the life insurance policy to an individual policy without medical evidence. The employee must apply to the individual policy holder and pay the first monthly premium within 31 days of the termination of the Employee's Life Insurance.
- 40.04** The plan shall also include coverage for accidental death and dismemberment to a maximum \$10,000.00.
- 40.05** The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.
- 40.06** The Employer shall pay seventy-five percent (75%) of the premium.

ARTICLE 41 - PENSION - EFFECTIVE OCTOBER 1, 2002

Regular employees shall have the option of contributing to a R.R.S.P. of their choice. The Employer will match the amount contributed by the employee to a maximum of two percent (2%) of their income.

ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE

- 42.01** All employees affected by this Agreement shall be covered by the Employment Insurance Act, or succeeding Acts.
- Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 43 - UNIFORMS**43.01 Uniforms**

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

ARTICLE 44 - PREVIOUS EXPERIENCE

- 44.01** Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay

rate may be at any step in the range above the minimum.

- 44.02** A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

ARTICLE 45 - MORE FAVOURABLE RATE OR CONDITION

- 45.01** No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 46 - PAY DAYS

- 46.01** Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:
- (a) The statements given to employees with their pay cheques 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.
 - (b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
 - (c) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
 - (d) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
 - (e) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day provided the cheque is available at his/her place of work.
 - (f) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation.

ARTICLE 47 - BADGES AND INSIGNIA

- 47.01** Employees shall be permitted to wear Union pins or Shop Steward badges.

Employees shall be permitted to wear pins and caps from recognized health care organizations.

ARTICLE 48 - BULLETIN BOARDS

- 48.01** Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 49 - NOTICE OF UNION REPRESENTATIVE VISITS

- 49.01** The Union shall inform the Employer when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business.

ARTICLE 50 - UNION ADVISED OF CHANGES

- 50.01** The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

ARTICLE 51 - EMPLOYER PROPERTY

- 51.01** Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.
- 51.02** Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, provided such personal property is an article of use or wear of a type suitable for use while on duty.
- 51.03** Where an employee is charged with an offense 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.
- 51.04** All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 52 - VACCINATION AND INOCULATION

- 52.01** Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

- 52.02** 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 to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 53 - OCCUPATIONAL HEALTH AND SAFETY

53.01 Occupational Health and Safety Committee

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

- (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 as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Industrial Health and Safety Regulations.

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/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.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

53.02 Aggressive Patients/Residents

When the Employer is aware that a patient/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to a patient's/resident's aggressive behaviour will be provided by the Employer.

The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents. It is understood that this provision is at no cost to the Employer.

53.03 Training and Orientation

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

53.04 Right to Refuse Unsafe Work

- (a) No employee shall be directed to work in an area or under conditions which may jeopardize his/her health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments.
- (b) The right to refuse unsafe work shall include the right to refuse to perform heavy lifting duties unassisted.

53.05 Employees' Right-To-Know

- (a) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).
- (b) The Employer agrees to comply fully with WHMIS regulations.

53.06 Protective Clothing and Equipment

- (a) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, footwear, and equipment required, including gloves, masks, helmets, safety glasses, coveralls, boots, and shoes.

(b) All such clothing, tools, equipment and footwear shall be maintained and replaced at the Employer's expense.

(c) All such clothing, tools, equipment, and footwear shall comply with applicable Workers' Compensation Board regulations concerning same.

ARTICLE 54 - CONTRACTING OUT

54.01 The Employer agrees that they will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions they intend to contract out after the date of signing this collective agreement that could otherwise be performed by members of the HEU within the facility, except where an emergency exists.

ARTICLE 55 - VOLUNTEERS

55.01 It is agreed that Volunteers may have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 56 - PRINTING OF THE AGREEMENT

56.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to employees.

The Agreement shall be printed in a Union shop and bear a recognized Union label.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 57 - VARIATIONS

57.01 The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

ARTICLE 58 - BINDING TRIBUNAL

58.01 At the option of the Union, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by Colin Taylor, D.R. Munroe, Q.C., S.F.D. Kelleher or failing their ability to act then a single arbitrator appointed by the Chair of the Labour Relations Board.

ARTICLE 59 - SAVINGS CLAUSE

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

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

ARTICLE 60 - EFFECTIVE AND TERMINATING DATES**60.01 Effective and Terminating Dates**

- (i) The Agreement shall be effective from Date of Certification and shall remain in force and be binding upon the parties until March 31, 2003 and from year to year thereafter unless terminated by either party on written notice served during the month of December 2002.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

60.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from Date of Certification unless otherwise specified in this Collective Agreement.

60.03 Retroactivity

Employees who sever employment subsequent to September 15, 2000 shall be paid full retroactivity of the general increase in wages to September 15, 2000, to the extent they were on staff. The Employer shall notify all such employees (once in writing) at their last known mailing address that such retroactivity is payable upon written application.

60.04 It is agreed that the operation of Subsection 2 of Section 66 of the Labour Code of British Columbia is excluded from this Agreement.

ARTICLE 61 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

61.02 Wage Schedule

The pay rates (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from September 15, 2000 to March 31, 2003.

61.03 Effective September 15, 2000, all employees will move to the pay rates as described in the attached Wage Schedule.

ARTICLE 62 - PARKING

The Employer agrees to continue to provide, free parking for employees.

ARTICLE 63 - RESTRICTED USE OF NON-BIODEGRADABLE MATERIAL

The Employer agrees not to use non-biodegradable or disposable materials except where no substitute exists.

ARTICLE 64 - TOOLS AND EQUIPMENT

Where reasonable proof is provided, the Employer agrees to replace any tools or equipment supplied by employees which become worn, broken, lost, or stolen in the course of their employment.

ARTICLE 65 - EMPLOYEE ASSISTANCE PROGRAM

Refer to Memorandum of Agreement #2.

The parties agree that any program introduced will be by mutual agreement. The parties further agree that any program introduced will be for the benefit of all employees. In developing the program the following principles shall apply:

1. Participation in the program shall be voluntary.
2. The Employer shall not be permitted to refer employees to the program or to require participation of employees in the program.
3. The confidentiality of all participants in the program shall be guaranteed.
4. The Employer shall not have access to the records or the names of individuals participating in the program.
5. The cost of the program shall be borne by the Employer.

WAGE SCHEDULE**EFFECTIVE SEPTEMBER 15, 2000**

	Start	Six Months
Care Aide	14.78	15.01
Cook	15.50	15.63
Dietary Aide	13.99	14.20
Housekeeping Aide	12.55	13.94
Laundry Worker	12.55	13.94
Licensed Practical Nurse	16.75	
Activity Coordinator	16.75	
Dietary Supervisor	15.50	16.25
Registered Nurse	20.82 Year 1	
	22.02 Year 2	
	23.12 Year 3	
	24.05 Year 4	
	24.84 Year 5	
	25.79 Year 6	

EFFECTIVE APRIL 1, 2001

	Start	Six Months
Care Aide	14.93	15.16
Cook	15.66	15.79
Dietary Aide	14.13	14.34
Housekeeping Aide	12.68	14.08
Laundry Worker	12.68	14.08
Licensed Practical Nurse	16.92	
Activity Coordinator	16.92	
Registered Nurse	*	
Dietary Supervisor	15.66	16.41

* Registered Nurses rates of pay in accordance with Vince Ready - same as Crofton Manor/HEU Collective Agreement April 1, 2001 and April 1, 2002.

EFFECTIVE APRIL 1, 2002

	Start	Six Months
Care Aide	15.28	15.51
Cook	16.00	16.13
Dietary Aide	14.49	14.70
Housekeeping Aide	13.05	14.44
Laundry Worker	13.05	14.44
Licensed Practical Nurse	17.50	
Activity Coordinator	17.50	
Dietary Supervisor	15.81	16.58

ADDENDUM - CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement; or
 - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month where there is no regular incumbent provided that such work cannot reasonably be done by:
 - (a) regular employees working overtime; or
 - (b) assigning regular part-time employees to do that work; or
 - (c) filling the position pursuant to the provisions of Article 14.01(c). For this purpose, the restriction in those provisions on the payment of overtime pay shall not apply.
2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Articles 13, 14.01 and 17 of the Collective Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a

casual employee shall be reverted to the casual list.

5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - (1) Article 11 - Probationary Period;
 - (2) Clauses 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, and 13.08 - Seniority;
 - (3) Clause 14.01(c) - Job Postings and Applications;
 - (4) Article 16 - Technological, Automation and Other Changes;
 - (5) Article 17 - Reduction in the Work Force;
 - (6) Article 18.01 - Employer's Notice of Termination;
 - (7) Article 19 - Scheduling Provisions except clause 19.01(e);
 - (8) Clauses 21.09 and 21.10 of Article 21 - Overtime;
 - (9) Clause 29.03 of Article 29 - Vacations;
 - (10) Article 30 - Compassionate Leave;
 - (11) Article 31 - Special Leave;
 - (12) Article 32 - Sick Leave, WCB, Injury-On-Duty;
 - (13) Article 33 - Educational Leave;
 - (14) Article 34 - Jury Duty;
 - (15) Article 35 - Leave - Unpaid;
 - (16) Article 36 - Maternity Leave;
 - (17) Article 37 - Adoption Leave;
 - (18) Article 38 - Health Care Plans;
 - (19) Article 39 - Long-Term Disability Insurance Plan;
 - (20) Article 41 - Pension;
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain both (a) a Collective casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending

order of hours worked.

- (2) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called.
 - (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
8. Casual employees shall not be dismissed except for just and proper cause.
 9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
 10.
 - (1) The Collective casual employee seniority list and each classification registry shall be revised and updated every three 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. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (3) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
 - (a) of the Collective casual seniority list; and
 - (b) of each classification registry maintained by the hospital.
 11.
 - (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 11 of the Collective Agreement.
 - (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 11.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- (1) dividing his/her number of seniority hours by a factor of 7.0 which shall be deemed to be the number of days worked;
 - (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
13. Casual employees shall receive 8% of their straight time pay in lieu of scheduled vacations and statutory holidays.
14. (1) Upon completion of one hundred and sixty-eight (168) hours of work, casual employees shall be given the option to enroll in the following benefit plans:
- (a) medical services plan;
 - (b) dental plan;
 - (c) extended health plan.
- An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.
- (2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.
15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
- (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of 0.714; and then

- (2) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.0.
- 16.
 - (a) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum, Part-Time Employees.
 - (b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.
- 17. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ADDENDUM - PART-TIME EMPLOYEES

A regular part-time employee as defined in Article 10.02, Regular Part-time Employees shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

(a) **Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Article 29.01; that is, eight percent (8%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 29.01.

(b) **Statutory Holidays - Effective October 1, 2002**

Three (3) hours off with pay every thirty (30) days for employees working an average of fifteen (15) hours per week or pay in lieu thereof; or a proportionate amount depending on time worked.

(c) **Sick Leave - See Article 32.**

(d) **Special Leave - See Article 31.**

(e) **Qualifying Period**

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

(f) **Increment Progression**

Based on calendar length of service with the Employer.

(g) **Seniority**

Applicable on a proportionate basis.

ADDENDUM - LONG TERM DISABILITY AND GROUP LIFE INSURANCE - Effective October 1, 2002

SIGNATURES FOR THE UNION

SIGNATURES FOR THE EMPLOYER

Shirley Paul

Colleen Carnahan

Chris Allnutt

DATE SIGNED: _____

DATE SIGNED:

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

THE WAVERLY VENTURES LTD.

AND

THE HOSPITAL EMPLOYEES' UNION

RE: Article 19.01 (b) (c) (d) - Scheduling Provisions

It is agreed that for the purpose of Article 19.01 (b), (c) and (d), the consecutive hours off duty between the completion of one work shift and the commencement of the next will be eight (8) hours.

Signed on behalf of the Union:

Date: _____

Signed on behalf of the Employer:

Date:

MEMORANDUM OF AGREEMENT #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

THE WAVERLY VENTURES LTD.

RE: Employee Assistance Programs

A joint Employer/HEU Committee will undertake to conclude, before the expiry of the renewed collective agreement, a fact-finding study on Employee Assistance Programs.

The parties will pay the costs of participation of their members on the Committee and will share equally common costs such as the cost of meeting rooms.

The Committee will make recommendations to the respective parties on criteria for acceptable Employee Assistance Programs, including ways to ensure the confidentiality of all participants.

The Committee will meet within sixty (60) days of the signing of the renewed collective agreement and will make a written report to the parties within six (6) months thereafter.

Hospital Employees' Union:

Employer:

Date Signed: _____

Date Signed: _____

MEMORANDUM OF AGREEMENT #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

THE WAVERLY VENTURES LTD.

RE: Coffee Breaks

It agreed that the Employer shall continue to provide the following to all employees in the bargaining unit:

Coffee and Toast	No charge	
Meals:	Breakfast	\$2.50
	Lunch	\$3.50
	Supper	\$2.50

Hospital Employees' Union:

Employer:

Date Signed: _____

Date Signed: _____