

COLLECTIVE AGREEMENT

between the

McINTOSH LODGE CARE FACILITY LTD.

and the

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

Effective from April 1, 2000 to March 31, 2004

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DEFINITIONS

For the purpose of this Agreement:

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

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

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

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

1.3 Conflict with Regulations

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

1.4 Use of Feminine and Singular Terms

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

1.5 Sexual Harassment

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

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

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

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

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

1.6 Harassment

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent or Recognition

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

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except Director, Activities Manager, Food Service Manager, Director of Care, Administration Assistant.

2.2 Correspondence

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

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

2.3 No Other Agreement

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

2.4 No Discrimination

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

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select three (3) stewards and one (1) alternate to represent employees. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by Management.

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

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

2.6 Bulletin Boards

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

2.7 Badges, Insignia and Union Shop Cards

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

2.8 Right to Refuse to Cross Picket Lines

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

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of B.C., provided the dispute involves the Employer; or
 - (4) to employees representing the Union in collective bargaining.

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

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

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

2.10 Membership Information

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

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

ARTICLE 3 - UNION SECURITY

3.1

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.

3.2

Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member of the Union.

ARTICLE 4 - CHECK OFF OF UNION DUES

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

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

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

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union

on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.1

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

6.2

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

6.3

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

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

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

7.3 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a BCGEU Staff Representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.

(b) The Union Representative shall provide reasonable notice to the Administrator or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

7.4 Regular Employees

(a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half (7½) hours per day, and an average of thirty-seven and one-half (37½) hours per week (effective first pay period after October 1, 1994).

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

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

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

Full-time cooks will be regularly scheduled eight (8) hours per day, forty (40) hours per week.

7.5 Casual Employees

(a) A casual employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:

- (1) paid leave relief;
- (2) unpaid leave relief;
- (3) temporary increase of workload situations.

(b) Casual employees are covered only by the following provisions of the Collective Agreement:

- (1) Article 1 - Purpose of Agreement
- (2) Article 2 - Recognition of the Union
- (3) Article 3 - Union Security
- (4) Article 4 – Check Off of Union Dues
- (5) Article 5 - Employer & Union Shall Acquaint New Employees
- (6) Article 6 - Employer's Rights
- (7) Article 7 - Employer/Union Relations
- (8) Article 8 - Grievances
- (9) Article 9 - Arbitration
- (10) Article 10 - Dismissal, Suspension and Discipline
- (11) Article 11 - Seniority
- (12) Article 12 - Vacancy Posting; except for 12.3
- (13) Article 14 - Hours of Work; except for 14.3(a), (e) and (g)
- (14) Article 15 - Overtime, except for 15.5(c), 15.6 and 15.8
- (15) Article 22 - Safety and Health
- (16) Article 24 - Contracting Out
- (17) Article 26 - Work Clothing and Related Supplies
- (18) Article 27 - Payment of Wages and Allowances; except 27.3 and 27.4
- (19) Article 28 - Notice of New and Changed Positions
- (20) Article 29 - General Conditions
- (21) Article 30 - Term of Agreement
- (22) Wage Schedule

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

Casual employees shall be paid eight percent (8%) in lieu of all benefits.

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

(c) *Statutory Holidays*

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

- (1) double time (2x) for all hours worked on:

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

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

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

7.6 Casual Employee Probationary Period

(a) Casual employees shall serve a probationary period of four hundred eighty-eight (488) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.

- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to Article 12.3 of the Collective Agreement.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period under Article 12.3, but will be required to complete the qualifying period under Article 12.4.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

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

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting this grievance to the designated supervisor through the Union Steward.

- (b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

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

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

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limit to Submit to Arbitration

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

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

8.9 Administrative Provisions

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

8.10 Management Grievance

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

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

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

8.11 Time Limits

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

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievances

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

8.14 Dismissal or Suspension

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

8.15 Investigator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, D. Larson, V. Ready, Judi Korbin or S.F.D. Kelleher, or a substitute agreed to by the parties shall, at the request of either party:

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

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

9.2 Composition of the Board of Arbitration

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

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

9.3 Failure to Appoint

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

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

9.6 Expenses of Arbitration

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;

- (c) as the process is intended to be informal, only employees of the B.C. Government and Service Employees' Union or employees of the McIntosh Lodge Care Facility Ltd. and/or Health Employers Association of B.C. may present the grievance to the arbitrator;
- (d) the arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision;
- (e) all decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (f) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (g) the parties shall equally share the costs of the fees and expenses of the arbitrator;
- (h) the expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of Vince Ready, Don R. Munroe, Judi Korbin, and Dalton Larson, or a substitute mutually agreed to by the parties.

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Other Disciplinary Action

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

10.4 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

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

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

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

10.5 Personnel File

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.

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

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

10.6 Right to Have Steward Present

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

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

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

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within four (4) work days, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and October. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, job category, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate and to the Bargaining

Unit Chairperson. Such lists shall be open for final correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

11.3 Loss of Seniority

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

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than six (6) months;
- (d) he/she abandons his/her position in accordance with Article 10.7;
- (e) he/she is on layoff and fails to report when recalled for work for an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer.

11.4 Same Service Seniority Date

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

ARTICLE 12 - VACANCY POSTING

12.1 Postings

(a) A posting shall be required for regular vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. A one-time increase of five (5) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

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

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

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

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

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

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

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

12.2 Selection Criteria

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

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

Where an internal applicant is equal in the areas of qualifications, knowledge, education, skills, experience, and personal suitability to an external applicant, preference shall be given to the internal applicant.

12.3 Probationary Period

It is understood that all new employees will be subject to a probationary period of four hundred eighty-eight (488) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

12.4 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of sixty (60) work shifts or four hundred eighty-eight (488) hours worked whichever comes first. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

12.5 Right to Grieve

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

ARTICLE 13 - LAYOFF AND RECALL

In the event of a layoff, the following shall apply:

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

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

- (c) Employees on layoff shall be recalled by department in order of seniority provided the employee is qualified and able to do the work available.
- (d) In the event of a permanent layoff two (2) weeks' notice will be given to an employee where an employee has completed at least six (6) consecutive months of employment, and where an employee has completed at least three (3) consecutive years of employment, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

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

Full-time cooks will be regularly scheduled eight (8) hours per day, forty (40) hours per week.

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

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

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

14.3 Scheduling Provisions

(a) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.

(b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.

(c) There shall be no split shifts.

(d) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

(e) Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer.

(f) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.

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

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

14.4 Shift Differential

Employees working a full evening (7½ hours) shall be paid a shift differential of seventy (70) cents per hour for the entire shift worked. Employees working a full night (7½ hours) shift shall be paid a shift differential of eighty (80) cents per hour for the entire shift worked.

In this section "*evening shift*" means any full shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours); "*night shift*" means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

14.5 Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.
- (d) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Article 14.2.
- (b) "*Straight time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight time rate.
- (d) "*Double time*" means twice the straight time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Administrator or his/her designate.

15.3 Right to Refuse Overtime

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

15.4 Overtime for Part-time Employees

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

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

15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

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

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

15.6 Call Back

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

15.7 Rest Interval

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

15.8 Shift Exchanges

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

15.9 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half ($2\frac{1}{2}$) hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

(a) Regular employees shall be entitled to a day off with pay for each of the following statutory holidays:

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

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

16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Every effort will be made to schedule statutory holidays as additions to the employee's two (2) regularly scheduled days off so that employees will receive as many three (3) day breaks during each year as possible.

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

16.3 Holiday Falling on a Scheduled Work Day

In addition to Article 16.2, a regular employee who works on any of the above-noted holidays (except those noted in Article 16.4) shall be compensated at the rate of double time (2x) for all hours worked.

16.4 Holiday Coinciding With a Day of Vacation

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

16.5 Christmas or New Year's Day Off

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

16.6 Proration of Holiday Pay

Holiday pay for eligible regular part-time employees shall be at four point two percent (4.2%) of basic pay on every pay cheque.

16.7 Paid Holiday Pay

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

ARTICLE 17 - ANNUAL VACATIONS

17.1 Entitlement

Post probationary regular full-time employees shall be credited for and granted vacations earned based on the employee's straight-time earnings during the previous January 1 to December 31 period.

Continuous Services	Entitlement
Up to 12 months' continuous post probationary service	Five and seven-tenths percent (5.7%) of straight-time earnings
After 12 months' continuous post probationary service	15 work days (5.7%) - Support Staff 20 work days (7.7%) - Registered Nurses

Effective January 1, 2004 all employees with more than five (5) years continuous service will be entitled to twenty (20) work days.

At the employee's option, vacation time may be reduced to an amount not less than one (1) week in duration.

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

Probationary regular employees shall receive four percent (4%) of their straight-time earnings in lieu of vacations.

17.2 Vacation Earnings for Partial Year

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

17.3 Vacation Carryover

Regular employees may elect to receive up to five (5) days of their vacation entitlement paid out on the last pay period in December of each year, instead of taking the same vacation time off work. Employees who wish to do so shall notify their department supervisor, in writing, not later than October 1 of each vacation year.

17.4 Call Back

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

17.5 Work in Higher Rated Position

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

17.6 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner. Vacation shall not be taken during the period December 15 to January 5, except where agreed to by the Administrator.

17.7 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before:
 - (1) November 1st for the period January 1 through April 30th; and
 - (2) March 1st for the period May 1st through December 31st.
- (b) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

17.8 Vacation Pay

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

17.9 Vacation Credits Upon Death

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

17.10 Reinstatement of Vacation Days - Sick Leave

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

17.11 Employee's Notice of Resignation

All employees are required to provide the Employer with fourteen (14) calendar days' notice of resignation. Employees who resign with less than fourteen (14) calendar days' notice will receive vacation pay which is two percent (2%) less than the amount which is owing to the employee.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacation.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

Regular employees who have completed the probationary period will accumulate sick leave credits on the basis of seven and one-half (7½) hours for every one hundred and sixty-two and one-half (162½) hours worked cumulative to one hundred and five (105) hours.

- (a) Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.
- (b) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness.
- (c) Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation.

18.2 Employee to Inform Employer

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

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

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

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

18.3 Expiration of Sick Leave Credits

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

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

Employees who wish to continue coverage under Articles 25.1, 25.2, 25.3 and 25.4 may do so provided the employee pays the full cost of the premiums.

18.4 Probationary Period

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

18.5 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC),

the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

18.6 Sick Leave Credits

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

ARTICLE 19 - WORKERS COMPENSATION

19.1 Sick Leave/Workers Compensation

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

19.2 Benefits While on Compensation

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

- (a) seniority hours pursuant to Article 11.1 shall continue to accrue.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 20.4(c).

19.3 Employee to Contact Employer

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

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Special Leave

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

- (a) marriage of the employee - three (3) days;
- (b) attend wedding of the employee's child - one (1) day;

- (c) attend formal hearing to become a Canadian Citizen - one (1) day;
- (d) paternity leave - three (3) days;
- (e) for sudden serious illness of a spouse or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two (2) days from accumulated sick leave credits.

20.2 Compassionate Leave

Compassionate leave of absence with pay for up to three (3) consecutive work days will be granted by the Employer upon request by a regular employee in the event of the death of an immediate family member.

Up to two (2) additional days without pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer.

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

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

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

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

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

20.3 Unpaid Leave for Public Office

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

20.4 Unpaid Leave

(a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.

(b) Any employee who has been granted leave of absence and who over stays such leave, unless permission is obtained or a satisfactory explanation is provided within seven (7) days of return, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

(c) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

20.5 Education Leave

- (a) An employee shall be granted leave without loss of pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.
- (c) This article does not apply to bona fide requirements (i.e. nurses).

20.6 Jury Duty and Leave for Court Appearances

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

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

ARTICLE 21 - MATERNITY AND ADOPTION LEAVE

21.1 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

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

Employees shall be granted maternity leave of absence without pay.

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

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

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

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

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

21.2 Adoption Leave

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

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

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

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Committee

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

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

The Union representatives shall be employees at the workplace.

22.2 Committee Responsibilities

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

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

22.3 Date of Injury

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

22.4 Transportation

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

22.5 Right to Refuse Unsafe Conditions

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

22.6 Lieu Time to Attend Meetings

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

22.7 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

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

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

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

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

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

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

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE PLANS

25.1 Medical Plan

Eligible employees 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 for employees and dependants.

25.2 Dental Plan

Eligible employees shall be provided with a dental plan including orthodontal fifty percent (50%) to a maximum of two thousand (\$2000) per lifetime. The Employer shall pay one hundred percent (100%) of the premiums for employees and dependants.

25.3 Group Life Insurance

The Employer shall provide a group life insurance plan. The Employer shall pay one hundred percent (100%) of the premiums for employees.

25.4 Extended Benefits

The Employer will pay 100% of premiums for the extended benefit plan. The plan will include two hundred (\$ 200) for vision care every twenty-four (24 months), five hundred (\$ 500) hearing aids every thirty-six (36 months).

25.5 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular full-time and regular part-time employees who work twenty-two and one-half hours (22½) or more per week and shall commence of the first day of the calendar month immediately following the completion of the employee's probationary period.

The Employer shall pay one hundred percent (100%) of the premiums for employees and dependants.

25.6

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting of coverage by an insurer(s), and for the internal procedural administration of the Plans. The Employer cannot be held liable for refusal by the insurer(s) to underwrite any Plan, for cancellation of coverage of any Plan by the insurer(s), or for the rejection of any claim or claims by the insurer(s).

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

- (a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.
- (b) The Employer shall supply and maintain uniforms for employees who are required to wear same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Payment of Wages and Allowances**

- (a) Employees shall be paid on the seventh (7th) and twenty-second (22nd) day of each month by direct deposit.
- (b) The distribution of pay stubs shall be on pay day.
- (c) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.

27.2 Relieving in Higher Rates Positions

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

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive eight percent (8%) more than his/her current rate. This provision does not apply to registered or graduate nurses.

27.3 Pay on Temporary Assignment

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

27.4 Mileage

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

27.5 Retroactivity

An employee who severed his/her employment between the certification date and the signing of this Agreement shall be entitled to receive full retroactivity of an increase in salary.

27.6 Staff Meals

Staff meals shall be provided by the Employer at no cost to the employee. All staff meals to be the same.

ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

28.1 Job Descriptions

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

28.2 New Classifications/Duties

(a) Notice of New Positions

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

(b) Notice of Changed Positions

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

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

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

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

ARTICLE 29 - GENERAL CONDITIONS

29.1 Indemnity

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

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

29.2 Employer Property

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

29.3 Copies of Agreement

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

29.4 Volunteers and Bargaining Unit Work

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

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

29.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of two hundred dollars (\$200), for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

29.6 Joint Labour/Management Committee

- (a) The parties agree to establish a Joint Committee composed of two (2) employees appointed by the Union and two (2) representatives of the Employer.
- (b) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.

- (c) An Employer representative and a Union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this Agreement.
- (f) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This Agreement shall be binding and remain in effect until midnight March 31, 2004.

30.2 Notice to Bargain

- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2004, but in any event, no later than midnight on February 1, 2004.
- (b) Where no notice is given by either party prior to February 1, 2004, both parties shall be deemed to have been given notice under this section on February 1, 2004.
- (c) All notices on behalf of the Union shall be given by the Staff Representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

30.3 Change in Agreement

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

30.4 Agreement to Continue in Force

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

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

30.5 Effective Date of Agreement

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

Effective date of language items shall be as of January 1, 2001.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Administrator

Ruth Jess, Bargaining Committee

Seline Dhanani, Owner

Joan Robinson, Bargaining Committee

Debbie McDonell, Bargaining Committee

Oli Magnusson, Staff Representative

Signed this _____ day of _____, 20_____.

**APPENDIX 1
WAGE SCHEDULE**

Classification	Current	Hourly Rate	Apr 1/00	Jan 1/01	Apr 1/01	Apr 1/02	Apr 1/03
Long Term Care Aide	S	11.41	11.52	11.85	12.20	12.56	12.93
	12M	11.94	12.05	12.38	12.75	13.13	13.52
	24M	12.99	13.11	13.44	13.84	14.25	14.67
LPN	S	13.80	13.93	14.26	14.68	15.12	15.57
	12M	14.54	14.68	15.01	15.46	15.92	16.39
	24M	15.29	15.44	15.77	16.24	16.72	17.22
RN	S	16.98	17.15	17.48	18.00	18.54	19.09
	12M	17.51	17.68	18.01	18.55	19.10	19.67
	24M	18.17	18.34	18.67	19.23	19.80	20.39
Housekeeping/ Laundry/Dietary Aid	S	10.61	10.71	11.04	11.37	11.71	12.06
	12M	11.41	11.52	11.85	12.20	12.56	12.93
	24M	12.20	12.32	12.65	13.02	13.41	13.81
Cook (Day Cook)	S	12.68	12.80	13.13	13.52	13.92	14.33
	12M	13.39	13.52	13.85	14.26	14.68	15.12
	24M	14.08	14.21	14.54	14.97	15.41	15.87
Cook (Breakfast)	S	12.48	12.60	12.93	13.31	13.70	14.11
	12M	13.18	13.31	13.64	14.04	14.46	14.89
	24M	13.87	14.01	14.34	14.77	15.21	15.66
Utility	F	11.22	11.33	11.66	12.00	12.36	12.73

**APPENDIX 2
PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK**

Casual Employee Work Assignment

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

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

(b) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

(c) The manner in which casual employees shall be called to work shall be as follows:

One call - eight (8) rings.

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

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

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

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

In the event the casual employee uses a telephone answering machine, the Employer is obligated to speak into phone in case of screening and give employee chance to answer. The Employer may proceed as if they were unable to make contact with the employee.

(d) Regular part-time employees may register for casual work in writing under this Appendix specifying days of unavailability and shall be called in to work in the same manner as above.

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

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

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

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

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

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