

SEPTEMBER 1, 2000 - DECEMBER 31, 2002

COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**DIVERSICARE CANADA MANAGEMENT SERVICES CO. INC.
(HAWTHORN PARK RETIREMENT COMMUNITY/
KELOWNA PERSONAL CARE SERVICES)**

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MEMORANDUM OF AGREEMENT

BETWEEN:

DIVERSICARE CANADA MANAGEMENT SERVICES CO. INC. (Hawthorn Park Retirement Community).

AND:

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

ARTICLE 1 - PREAMBLE

The parties wish to make provision herein for the orderly and speedy consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the resolution of grievances, with respect to the Employees of the Employer for whom the Union has been certified as bargaining agent;

It is also agreed by the parties to this agreement that an efficient operation, and a high standard of service, must be maintained;

Therefore the parties agree each with the other as follows:

1.01 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia (SBC Chapter 22 Assented to May 16, 1984).
- (b) The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment and other types of harassment as are prohibited by the Human Rights Act, by employees, including management employees.

The Employer will take appropriate action where such harassment is found to exist.

- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee for reason of membership or activity in the Union.

1.02 Complaints Investigation

An Employee who complains of harassment under the provisions of the Human Rights Act of British Columbia may refer the complaint to either one or other of the following processes:

- a) where the complaint pertains to the conduct of an Employee within the H.E.U. Bargaining Unit, it shall be referred to Ms. Brodsky; Ms. H. Jansen; or Ms. J. Henderson (Complaints Investigator).
- b) where the complaint pertains to the conduct of a person not in the H.E.U. Bargaining Unit, it shall be referred to Ms. J. McEwen (Complaints Investigator).

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall:

- i) investigate the complaint;
- ii) determine the nature of the complaint; and
- iii) make written recommendations to resolve the complaint.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

All Employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, Employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

- Article 8.02 - Grievance Procedure
- Article 8.03 - Dismissal/Suspension for Alleged Cause
- Article 20.01 - Employer's Notice of Termination

2.03 Union Check-Off

Effective date of ratification, the Employer agrees to the monthly check-off of Union dues, assessments, initiation fees and written assignments or amounts equal to Union dues, provided there are sufficient wages owing the Employee to cover the deductions.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of continued employment, Employees shall sign a wage assignment covering such deductions.

The Employer shall show Union Deductions on the Employees T4.

The Employer agrees to sign into the Union all new Employees whose jobs are in the bargaining unit, in accordance with the provisions of Article 2.02.

Twice every calendar year the Employer shall provide two copies to the Secretary Treasurer of the Local, a list of all Employees in the bargaining unit, their job titles, and addresses and phone numbers known to the Employer.

2.04 Induction

The Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired at some point during the first thirty (30) days of the individuals' employment. Such meeting may involve more than one (1) new hire.

Prior to each session, the Employer shall advise the Secretary-Treasurer of the names of the new employees. Meetings shall be arranged during the Union-designated representative's and newly-hired employees' regular working hours. There shall be no deduction of wages or fringe benefits because of time spent by the Union-designated representative or newly-hired employees during these sessions.

2.05 Union Stewards

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

- (1) There shall be no more than four (4) Union Stewards.
- (2) The Employer is to be kept advised of all Steward appointments.
- (3) One (1) Steward, or Union Committee member, shall be appointed by the Union as Chief Steward who may present or assist in the presentation of any grievance.
- (4) Where the absence of more than one Steward, or Union Committee member, shall interfere with the proper operation of the department, then no more than one Steward or Committee member shall be given a leave of absence to transact Union business at any one time.
- (5) When a Steward, or Union Committee member, is the only Union Employee in a department or where his/her absence would unduly interfere with the proper operation of the department, then such Steward may be refused leave of absence to transact Union business.
- (6) It is agreed that Stewards and Union Committee members must be current Employees at Hawthorn Park.

ARTICLE 3 - DEFINITIONS:

For the purpose of this Agreement:

1. "Employer" means Diversicare Canada Management Services Co. Inc. (Hawthorn Park Retirement Community).
2. "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union."

3. "Bargaining Unit" is the unit comprised of all Employees of the Employer described in Article 2.01.

4. **Practical Nurse**

A Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and/or holds a valid British Columbia Practical Nurse License.

5. **Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

- Article 32.01 - Compassionate Leave
- Article 40.01 - Medical Plan
- Article 40.02 - Dental Plan
- Article 40.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The management of the Employers business and the direction of the Employees including their hiring, firing, promotion is vested exclusively with the Employer except as may be otherwise specifically provided in this agreement. Without limiting the generality of the above, it is the Employer's right:

- a) to establish standards, policies, and procedures not inconsistent with the provisions of this Agreement. A copy shall be supplied to the Union committee in advance of the new policy or amendment becoming effective. Any new policy, or amendments will then be communicated to employees, with a copy posted on the employees' bulletin board;
- b) to maintain efficiency;
- c) to plan, direct and control the work of the Employees which includes the introduction of new and improved methods, and the operation of the Retirement Community.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

5.01 The nature of the retirement home industry is such that at times it is necessary for an Employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an Employee shall not be expected to perform a task for which he/she is not adequately trained.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 **No Strikes or Lockouts**

There shall be no strikes or lockouts during the term of the Collective Agreement.

6.02 Legal Picket Line

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An Employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 7 - DISCUSSION OF DIFFERENCES**7.01 Employee Relations Committee**

There will be an Employee Relations Committee comprised of an equal number of Employer and Union members to a maximum of three (3) appointed by each Party.

The Committee shall meet for the purpose of discussion and, if possible, resolution of any matter of mutual concern.

Matters which are the subject of a grievance will be referred to the Union/Management meetings for discussion.

Meetings will be scheduled by the Employer within fourteen (14) days of a request by any member of the Committee.

7.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer and/or the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

7.03 Union/Management Meetings

The Union Committee shall, as occasion warrants, meet with the Employer for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible renegotiations relative to this agreement and the Schedules which are part thereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievance of a general nature may be initiated by a member of the Union Committee in Step Two of the grievance procedure outlined in Article 8.

ARTICLE 8 - GRIEVANCE PROCEDURE**8.01 Union Representation**

No Union Steward, or Employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Employee-Union Steward discussions shall take place where resident service is not affected. Union Stewards shall be permitted to represent an employee's interest without loss of pay, when such meetings are scheduled during the Union Steward's hours of work.

8.02 Grievance Procedure

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

Grievances shall be processed in the following manner:

a) **Step One**

The employee, with or without their Steward or Union Committee member, at the employee's option, shall first discuss the matter with his/her immediate supervisor within seven (7) calendar days of the occurrence of the matter giving rise to the grievance. The grievance shall be discussed and, if possible, resolved at this step. Should it not be resolved within seven (7) calendar days of this meeting then;

b) **Step Two**

The grievance shall be reduced to writing by:

- (i) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose; and,
- (ii) Stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required.

The grievance shall be signed by the employee and a Steward or Union Committee member.

The grievance shall then be submitted to the Administrator or his/her designate who shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

A meeting may be held by mutual agreement. Within seven (7) days of receipt of the grievance or seven (7) days following the meeting, whichever is later, the Administrator or his/her designate shall give a written reply to the grievance.

c) **Step Three**

Should the written reply not resolve the grievance, it may be referred to the Union/Management meeting set out in Article 7.03 of this Agreement.

A Union/Management meeting shall be held within twenty-one (21) days of the referral or at some mutually agreed time.

At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to Industry Troubleshooter or Arbitration within thirty (30) calendar days.

- d) The time limits may be changed by mutual agreement of the parties. Where the grievance is not forwarded to the next stage of the grievance procedure within the time limits as outlined, it shall be deemed to have been withdrawn unless reasonable arguments for the delay are presented.

8.03 Dismissal/Suspension for Alleged Cause

Employees who are dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to Step 3.

An employee has the right to grieve any discipline.

Any discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

8.04 Industry Troubleshooter

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 question as to whether a matter is arbitrable, during the terms of the Collective Agreement, H.A. Hope, Q.C.; H. Laing; D.R. Munroe, Q.C.; V.L. Ready; J. Korbin; C. Bruce; R. Germaine; J. Baigent; C. Taylor; J. McEwen; M. Jackson; J. Dorsey; 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.

8.05 Expedited Arbitration

- 1) Either party, with the written agreement of the other party, may advance a grievance to expedited arbitration.
- 2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- 3) As the process is intended to be informal, lawyers will not be used to represent either party.
- 4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- 5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 112 of the Industrial Relations Act.
- 6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

- 7) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- 8) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- 9) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- 10) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- 11) The expedited arbitrators, who shall act as sole arbitrators, shall be John Baigent; Catherine Bruce; J.E. Dorsey; Rod Germaine; H.A. Hope, Q.C.; Marguerite Jackson; S.F.D. Kelleher; Judi Korbin; H. Laing; J. McEwen; D.R. Munroe, Q.C.; V.L. Ready; Colin Taylor.

The party referring the grievance to arbitration will select three individuals from among those listed, and provide those names to the second party. The second party may either select one of the three individuals as the arbitrator, or select three other individuals from among those listed. In the event the parties continue to disagree, the Chair of the Labour Relations Board of British Columbia will be requested to appoint the Chair from among the remaining eight (8) names.

- 12) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9, excepting Article 9.03.
- 13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 9 - ARBITRATION

9.01(a) Composition of the Board

Should the parties fail to settle a grievance, such grievance, including any question as to whether any matter is arbitrable, may be referred to an arbitration Board composed of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

One (1) member is to be appointed by the Employer, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) appointees. Failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis outlined below.

Panel of Arbitrators

1. J. Baigent
2. C. Bruce
3. J.E. Dorsey
4. R. Germaine
5. H.A. Hope, Q.C.

6. M. Jackson, Q.C.
7. S.F.D. Kelleher
8. J. Korbin
10. J. McEwen
11. D.C. McPhillips
12. D.R. Munroe, Q.C.
13. V.L. Ready
14. C. Taylor

9. H. Laing

The parties, by mutual agreement, may amend the list of arbitrators at any time or select a single arbitrator in the place of the three-person board.

9.01(b) The Parties, by mutual agreement, may select a single Arbitrator from the list contained in Part 9.01 (a) to act as a Mediator and/or Arbitrator.

If mediation fails, the Arbitrator can issue a final and binding award.

9.01(c) Dismissal/Suspension

If the dismissal or suspension of an Employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

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

1. J. Baigent
2. C. Bruce
3. J.E. Dorsey
4. R. Germaine
5. H.A. Hope, Q.C.
6. M. Jackson, Q.C.
7. S.F.D. Kelleher
8. J. Korbin
9. H. Laing
10. J. McEwen
11. D.C. McPhillips
12. D.R. Munroe, Q.C.
13. V.L. Ready
14. C. Taylor

The party referring the grievance to arbitration will select three individuals from among those listed, and provide those names to the second party. The second party may either select one of the three individuals as the arbitrator, or select three other individuals from among those listed. In the event the parties continue to disagree, the Chair of the Labour Relations Board of British Columbia will be requested to appoint the Chair from among the remaining eight (8) names.

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

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

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

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

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

9.02 Powers of the Board

No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

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

The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement.

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

9.03 Authority of Arbitration Board

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

9.04 Employee Called as a Witness

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

On application, the Arbitration Board may determine summarily the amount of time required for the attendance of any witness.

9.05 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay for prescheduled hours to an employee representing the Union before an Arbitration Board, provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

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

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

A regular full-time Employee is one who is regularly scheduled to work on a full-time basis as defined in Article 22.

10.02 Regular Part-Time Employees

A regular part-time Employee is one who is regularly scheduled to work less than a full-time employee.

10.03 Casual Employees

A casual Employee is an Employee in respect of whom there is no regular schedule of work.

10.04 Restriction of Employee Status

The status of all Employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of Employee status, such dispute shall be resolved through Article 8.02 - Grievance Procedure. In the event that it is determined that an Employee has been improperly classified such Employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such Employee shall be paid the equivalent of the cost of any benefits that are not restored to which that Employee would have been entitled if the Employee had been properly classified.

ARTICLE 11 - INCREMENTS

11.01 Regular full-time and regular part-time Employees shall move to the increment step indicated by calendar length of service with the Employer.

11.02 All Employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.

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

ARTICLE 12 - PROBATIONARY PERIOD**12.01 Calculation of Seniority, Probationary Period**

For the lesser of 60 shifts worked, or three months, an employee shall be a probationary employee. Employees' suitability for seniority rated employment will be determined during probation. Employees terminated during the probationary period are subject to a lesser standard of just cause than a seniority rated employee.

12.02 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the Employee for the purpose of determining prerequisites and seniority.

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES**13.01 Evaluation Reports**

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

13.02 Personnel File

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

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

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

Any written confirmation of a disciplinary action will be provided to the employee and copied to a Union steward. The employee must acknowledge receipt of the letter, by initialing it, and it will be the responsibility of the steward to obtain such acknowledgment. Initials on a document do not indicate agreement or disagreement with the contents.

ARTICLE 14 - SENIORITY**14.01 Promotion, Transfer, Demotion, Release**

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

14.02 Qualifying Period

If a regular Employee is promoted, voluntarily demoted, or transferred to a job covered by the terms of this Agreement, such Employee shall be considered a "qualifying employee" for the lesser of 60 shifts worked, or three months. If the Employee is found by the Employer to be unsatisfactory during this period, or if the Employee requests to be returned to his/her former position during this period, he/she shall be returned to his/her former position and rate of pay, without loss of seniority or benefits, and all other Employees who have changed status as a result of the initial change shall likewise return to their former status.

14.03 Temporary Promotion or Transfer

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

14.04 Re-employment After Retirement

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

14.05 Supervisory Service

It is understood service with the Employer as a supervisory Employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.06 Seniority Dates

Seniority lists shall be reviewed and posted every six (6) months. Such seniority dates shall be subject to correction for error on proper representation by the Union, within two (2) months of the Union's receipt of the seniority dates. Upon request, the Employer agrees to make available to the Union the seniority dates of any Employees covered by this Agreement.

14.07 Loss of Seniority

An Employee shall lose all seniority and his/her employment shall be deemed terminated if she:

- a) voluntarily resigns, retires, is retired, or is discharged for just cause; or
- b) is absent from work without a reasonable excuse for three (3) or more consecutive days for which she is scheduled; or
- c) is absent from work by reason of layoff for more than twelve (12) months; or
- d) overstays an authorized leave of absence without a reasonable excuse.

14.08 Re-employment After Voluntary Termination or Dismissal for Cause

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

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

15.01 Job Postings and Applications

If a vacancy or new job within the bargaining unit is created for which employees in the bargaining unit reasonably might be expected to be recruited, and such vacancy or new job is reasonably expected to last for a period of more than thirty (30) calendar days, the following shall apply:

- a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for seven (7) calendar days, in a manner which gives all employees access to such information. Employees may apply while the position is posted, but no applications will be accepted after the end of the posting period.

The job posting shall indicate that the information provided is subject to the relevant provisions of the Collective Agreement.

- b) When more than one (1) internal candidate applies, Article 14.01 will apply.
- c) It is the responsibility of each employee to be aware of job postings and to apply within the posting period. Employees may submit an application in writing, when they will be absent from work during the time of posting, in advance of their leaving, stating the job(s) they would be interested in applying for should a vacancy or new job occur during their absence.
- d) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- e) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.
- f) When an employee transfers to a new job through a job posting or is transferred, she will be paid as follows:
- If the new job has a higher pay scale, the employee will start at the first step on the new scale which represents an increase.
 - If the new job has a lower pay rate, the employee will start at the step on the new, lower pay scale, which she had reached on his/her old job.
- g) If the vacancy or new job has a duration of thirty (30) calendar days or less, qualified regular full time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practical, consistent with the requirements of Article 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made. The limitation to "regular full time employees" shall be subject to local agreement in written form.
- h) A copy of all postings shall be provided to the local chairperson and the servicing representative during the posting period.

ARTICLE 16 - JOB DESCRIPTIONS

The Employer shall draw up job descriptions for all existing and newly created classifications in the Bargaining Unit. These shall be presented to the Local Chairperson, in duplicate.

In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes a new classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.

The Union will have twenty-one (21) calendar days to object to the remuneration of the new or changed classification in relation to the wage rates of existing classifications in the Bargaining Unit.

The parties will meet at Step three of the grievance procedure to review the remuneration. If an agreement cannot be reached the issue of remuneration may be submitted to Arbitration. The Board, or the Sole Arbitrator as the case may be, shall decide the remuneration based on the relationship of the new classification to existing classifications in the Bargaining Unit.

Any decision to adjust the wage rate, either by the parties, or by the Board, shall be retroactive to the date the complaint was filed.

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS

17.01 New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection to the classification and wage rate by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects to the classification and wage rate, it shall provide reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further sixty (60) days the issue will be put to expedited arbitration in accordance with the provisions of Article 8.04.

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

17.02 Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects to the classification and wage rate, it shall supply specific reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further sixty (60) days, the issue will be put to expedited arbitration in accordance with the provisions of Article 8.04.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble

The intent 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.

18.02 Definition of Displacement

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

18.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 18.02.

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

18.04 Bumping

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

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

18.05 Technological Displacement

The Employer agrees that, whenever possible, no Employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 14.01 and Article 18.

18.06 Job Training

The Employer and the Union agree to discuss, under Article 7, the issues related to Training and Skill Upgrading for the following purposes:

- (1) for planning training programs for those Employees affected by technological change;
- (2) for planning training programs to enable Employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those Employees affected by new methods of operation;

- (4) for planning training programs in the area of general skill upgrading.

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

ARTICLE 19 - REDUCTION IN WORK FORCE

- 19.01** A layoff of Employees shall be made on the basis of seniority, based on an integrated seniority list provided the remaining Employees possess the ability and qualifications to do the remaining work. The first to be laid off are probationary Employees followed by those who work casual or relief shifts. No agency or new hires will be used when there is an Employee on layoff provided that the Employees on layoff will meet the staffing requirements of the facility.

Recall to a regular part-time or full-time position shall be in reverse order of seniority provided the remaining Employees possess the ability and qualifications to do the work available. An Employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within fourteen (14) days unless otherwise agreed.

- 19.02** The Employer and the Union will meet and discuss the layoffs at the earliest opportunity. The discussion will include the service which the facility will undertake after the layoff. The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- a) Up to and including four (4) years seniority - twenty-eight (28) calendar days.
- b) Five (5) years seniority - thirty-five (35) calendar days.
- c) Six (6) years seniority - forty-two (42) calendar days.
- d) Seven (7) years seniority - forty-nine (49) calendar days.
- e) Eight (8) years seniority or more - fifty-six (56) calendar days.

The Employer shall meet with the Unions to review the following

- i) the reasons causing the layoffs;
- ii) the service the facility will undertake after the layoff;
- iii) the method of implementation, including areas of cutback and the Employees to be laid off.
- f) Ten (10) years - sixty-three (63) calendar days

- 19.03** If the Employer reduces hours of work of regular full-time or regular part-time Employees pursuant to Article 22.05, this shall not constitute a layoff for the purposes of this provision.

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

19.05 Laid-off regular Employees shall retain their seniority and service accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the Employee possesses the capacity of performing the duties of and is qualified for the vacant job, on the basis of last out - first (1st) on.

If a laid-off Employee is not recalled to work within twelve (12) calendar months of layoff, such Employee may be terminated by written notification at the expiration of the twelve (12) calendar month period. Laid-off Employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

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

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

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations, less two percent (2%). For example:

Employees entitled to eight percent (8%) shall be paid six percent (6%);

Employees entitled to ten percent (10%) shall be paid eight percent (8%), etc.

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 vacations.

The period of notice must be worked and must not include vacation time.

ARTICLE 21 - SCHEDULING PROVISIONS

21.01 Scheduling Provisions

- a)
 - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
 - (ii) The Employer will not alter the posted schedule without the mutual agreement of the Employees affected.
- b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- c) Shift schedules shall be arranged so that an employee:
 - (i) is not scheduled to work more than six (6) consecutive days;

- (ii) employees will have, as far as possible, every third weekend off;
 - (iii) employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays.
- d) Employees will be allowed to exchange shifts with other Employees for personal convenience under the following conditions:
- (i) The Employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
 - (ii) The Employee being replaced must be replaced by another Employee appropriately qualified, as determined by the Administrator or designate; and
 - (iii) The exchange must receive prior approval which will not be unreasonably withheld, from the Administrator or his/her designate; and
 - (iv) There is no increase in cost to the Employer.
- (e) Employee requests for specific days off must be submitted to the Administrator one week in advance of posting, whenever possible.
- (f) Regular full-time Employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 22 - HOURS OF WORK

22.01 Continuous Operation

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

22.02 Hours of Work

The hours of work for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven and one-half (7-1/2) hours per day, (average of thirty-seven and one-half (37-1/2) hours per week), or an equivalent mutually agreed to by the Employer and the Union.

Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

22.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift, not to exceed fifteen minutes each. Employees working less than a full shift shall receive one (1) rest period of fifteen minutes.

(b) Meal Periods

Employees working shifts of longer than five (5) hours shall receive a one-half (1/2) hour unpaid meal break.

- (c) In the event an employee has already worked for one company and has been asked to work for the other without any break in between shifts, the employee shall receive a meal. This does not apply to prescheduled work.

22.04 Split Shifts

No split shifts shall be worked except in cases of emergency.

22.05 Part-Time Employees

The parties recognize part time employees are required if the Employer is to provide services in an efficient fashion, and accommodate work schedules.

The parties also recognize there are a number of advantages to combining part time positions so as to create full time positions, and the Employer is free to do so.

The Union is free to suggest any specific action, and the Employer undertakes to give serious consideration to any such suggestion.

ARTICLE 23 - OVERTIME

- 23.01** a) The following are definitions of usual full-time work:

The hours of work for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven and one-half (7-1/2) hours per day, (average of thirty-seven and one-half (37-1/2) hours per week), or an equivalent mutually agreed to by the Employer and the Union.

- b) No overtime will be paid unless the overtime is previously authorized by the Administrator, or designate.

- c) Overtime pay at the rate of :

(1) time and one-half of their basic hourly rate of pay for the first two and a half (2.5) hours of overtime on a scheduled work day and double time thereafter;

(2) the rate of time and one-half (1.5) of their basic hourly rate of pay for all hours worked on a scheduled day off;

will be paid for authorized hours worked in excess of the usual full-time daily or weekly hours set out in (a).

- 23.02** If an Employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 30, the Employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7-1/2) in that day.

- 23.03** At the time an Employee is required or requested to work overtime, the Employee may opt for compensating time off at the applicable overtime rate, in lieu of overtime pay. If an Employee opts for compensating time off, the time shall be taken at a time mutually agreed to by the Employee and the Employer, and shall be taken prior to his/her next scheduled vacation period. The Employer will make a reasonable effort to allow time off when requested by the employee.

- 23.04** An Employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal. One-half (1/2) hour with pay shall be allowed the Employee in order that he/she may take a meal break.
- (i) This clause shall not apply to part-time Employees until the requirements of Article 23.07 have been met.
 - (ii) In the case of an Employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- 23.05** Overtime is not mandatory, and may be refused by an employee, except in the case of an emergency.
- Where an Employee does not agree that an emergency exists, he/she shall work the overtime and may file a grievance later.
- 23.06** An Employee working less than the normal hours per day as outlined in Article 23.01 above, who is asked by his/her supervisor to work additional hours, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours of work per day of a full-time employee.
- 23.07** An Employee working less than the normal hours per week, as outlined in Article 23.01 above, who is asked by his/her supervisor to work additional hours, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours of work per week of a full-time employee.
- 23.08** An employee required to work overtime following his/her regularly scheduled shifts shall be entitled to eight (8) clear hours between the end of the overtime work and start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS

- 24.01** Employees working the night shift shall be paid a shift differential of forty-five cents (45¢) per hour for the entire shift worked. Effective January 1, 1995, Employees working the night shift shall be paid a shift differential of seventy (70¢) cents per hour for the entire shift worked. Effective January 1, 1996, Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.
- 24.02** Employees shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked from 2300 hours on Friday to 2300 hours on Sunday.
- 24.03** Evening shifts will be defined as any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours).

ARTICLE 25 - CALL-BACK

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

Effective the start of the first pay period following June 14, 2001, these Employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the Employee normally drives his/her automobile to work an allowance of thirty-five (35¢) per kilometer from the Employee's home to the Employer's place of business and return.

ARTICLE 26 - CALL-IN - STATUTORY REQUIREMENT

26.01 Any employee, except those covered by Article 25.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 27 - ON-CALL DIFFERENTIAL

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

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

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

ARTICLE 28 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

28.02 In cases where an Employee is required to transfer temporarily to a lower-rated job, such Employee shall incur no reduction in wages because of such transfer.

28.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for his/her classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

ARTICLE 29 - TRANSPORTATION ALLOWANCE

29.01 Effective the start of the first pay period following June 14, 2001, an Employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-five cents (35¢) per kilometer.

ARTICLE 30 - STATUTORY HOLIDAYS

30.01 **Statutory Holidays**

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 B.C. Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day
 Employee "Float Day"

- 30.02** When an Employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The Employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.
- 30.03** Employees who are required to work on a scheduled statutory holiday shall be paid at the rate of time and one-half (1.5). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.
- 30.04** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the Employee's two (2) regularly scheduled days off per week so that Employees will receive as many three-day breaks during each year as possible.
- 30.05** Except as otherwise provided in this Agreement, Employees on leave of absence, excluding vacation, will not be eligible for paid holidays.
- 30.06** For the purposes of the holiday, the night shift is the first shift of the day.
- 30.07** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for Employees so requesting.
- 30.08** If a statutory holiday occurs within an Employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.
- 30.09** Employees who are required to work on Christmas Day shall be paid at the rate of double time. Effective 2002, employees who are required to work on New Year's Day shall be paid at the rate of double time.

ARTICLE 31 - VACATIONS

31.01 Vacation Entitlement

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

- (a) New Employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

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

- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:
- less than 2 years' continuous service - 15 work days' vacation / 6% of earnings
 - 2 years' or more of continuous service - 20 work days' vacation / 8% of earnings.
 - Effective January 1, 1998:
Six (6) years - 21 work days - eight point four percent (8.4%).
 - Effective January 1, 1998:
Seven (7) years - 22 work days - eight point eight percent (8.8%).
 - Effective January 1, 1999:
Eight (8) years - 23 work days - nine point two percent (9.2%).
 - Effective January 1, 2000:
Nine (9) years or more - 24 work days - nine point six percent (9.6%).
 - Effective January 1, 2002:
Ten (10) years or more - 25 work days - ten percent (10%)
Eleven (11) years or more - 26 work days - ten point four percent (10.4%)

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

For the purpose of determining vacation entitlement, all Employees shall have a new anniversary date calculated based on the current hours of work from an Employees start date to contract inception, divided by 1950 hours.

31.02 Vacation Period

Requests for vacation to be taken in the months of June, July and August must be in by April 15 of each year. The choice of vacation periods shall be granted to Employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

At least sixty percent (60%) of the Employees in each department shall, if they so request, and subject to the facility's need to provide service, be scheduled and granted vacations during the months of June, July, August and September.

31.03 Splitting of Vacation Periods

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

Employees with twenty (20) work days' vacation or more may, upon request from the employee, be divided into not more than five (5) periods subject to the approval of the Employer.

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

Annual vacations for Employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

31.04 Vacation Pay

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

31.05 Vacations Non-Accumulative

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

31.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 31.01.

31.07 Reinstatement of Vacation Days - Sick Leave

In the event an Employee is sick or injured prior to the commencement of his/her vacation, such Employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the Employee and by mutual agreement, or shall be reinstated for use at a later date.

31.08 Employees who have commenced their annual vacation shall not be called back to work.

ARTICLE 32 - COMPASSIONATE LEAVE

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

Such compassionate leave shall be granted to Employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

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

ARTICLE 33 - SPECIAL LEAVE

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

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

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

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

ARTICLE 34 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

34.01 Employees accumulate sick leave credits at the rate of one regular day for every calendar month of service. In the event that the Employee works a variable shift, a regular day shall be the average number of hours worked per day during a biweekly pay period.

34.02 During the probationary period, Employees may not accrue or collect sick pay. However, upon completion of the probationary period, Employees will receive sick leave credits reflective of the length of the probationary period.

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

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

34.05 Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, unless and until it becomes clear that the employee will not be able to return to work and perform his or her work on a regular and consistent basis.

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

Sick leave deductions shall be according to actual time off.

34.07 An Employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the Employee's working hours, sick leave with pay shall be granted.

34.08 Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service. The Employer may require the Employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. If no written report explaining the Employee's condition is received by the Employer within a reasonable period of time after the request is made, the Employee's services shall be terminated.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer's decision for further leave of absence without pay shall be in writing.

34.09 Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. Accumulation of hours or days worked shall cease during such leave of absence without pay and shall resume upon the Employee's return to work. If no written report from a medical practitioner is received by the Employer within the seven (7) work days from such an Employee explaining his/her condition, he/she shall be removed from the payroll.

34.10 The Employer shall inform all Employees at least once each year of the number of sick days accumulated and shall make the information available to an Employee on request.

34.11 All sick leave credits are cancelled when an Employee terminates his/her employment.

34.12 There is no cash pay-out of unused sick leave credits upon termination of employment.

ARTICLE 35 - EDUCATIONAL LEAVE

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

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

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

- (a) The Employee shall give the longest possible advance notice in writing. Where an Employee requests an unpaid leave of absence in excess of four (4) calendar months, such Employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.

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

ARTICLE 36 - JURY DUTY

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

ARTICLE 37 - LEAVE - UNPAID

37.01 Unpaid Leave

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

The Employer may ask an employee to use accrued credits before any leave is granted. However, the utilization of accrued credits is not mandatory.

37.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an Employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

37.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

37.04 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to Employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated Employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the

department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to Employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to Employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 9.04, 9.05, 13.01, 13.02, 54.01.
- (e) Every effort will be made by the Employer to retain Employees on unpaid leave of absence for Union business on the Employer's payroll and where such Employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to Employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
 - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

37.05 Unpaid Leave - Public Office

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

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

ARTICLE 38 - MATERNITY LEAVE AND PARENTAL LEAVE

38.01 Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *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. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

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

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

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

Upon return to work, the Employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 37.03.

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

Parental Leave

Parental leave shall be available to Employees in accordance with the terms and conditions of the *Employment Standards Act* (SBC Chap. 10), Part 7.

ARTICLE 39 - ADOPTION LEAVE

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

ARTICLE 40 - HEALTH CARE PLANS

Coordination of Benefits

Where the eligible employee is insured for similar benefits under more than one plan they will be required to follow the co-ordination of benefits as outlined by the carrier.

Change in Carrier

The Employer will provide the Union with thirty (30) days notice of any change in carrier.

40.01 Medical Plan

Eligible Employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

The Employer shall pay one hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

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

Membership shall be a condition of employment for eligible Employees who shall be enrolled for coverage following the completion of three (3) months' employment, other than for Employees who are otherwise covered by a Medical Plan.

In no case will any regular employee pay more in benefit premiums than they are currently paying provided they maintain their level of coverage prior to this agreement.

40.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan, sixty percent (60%) of the costs of the extended plan and fifty percent (50%) of the costs of the orthodontic plan. An employee is eligible for orthodontic services after twelve (12) month's participation in the dental plan. Orthodontic services are subject to a lifetime maximum of one thousand eight hundred and fifty dollars (\$1,850) per patient with no run-offs for claims after termination of employee.
- (b) The dental plan shall cover eligible employees, their spouses and children. Terminates at retirement or at age seventy (70), whichever is earlier.
- (c) The Employer, effective April 1, 1998, shall pay one hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.
- (d) Coordination of Benefits - If the employee or his/her dependents are insured for similar benefits under more than one plan, the carrier will take into account when determining the amount of expenses payable for any claims incurred. It allows for reimbursement of insured medical and dental expenses and ensures that the total reimbursement from all Plans does not exceed 100% of the actual expenses.

If the other Plan provides for Coordination of Benefits, payment will be as follows:

- the Plan that insures the person making the claim as an employee will pay the eligible expenses before the Plan that covers the employee as a dependent;
- the claim for a dependent child will first be considered under the Plan which covers the employee whose birthday is earliest in the calendar year.

- (e) Effective July 1, 2001, the scaling associated with routine dental check-ups will be provided.

40.03 Extended Health Care Plan

- (a) The Employer will provide extended health care coverage for prescription drugs, semi-private hospitalization, medical services and supplies and professional services for employees and their families - deductible: ten dollars (\$10) for individual, twenty dollars (\$20) per family for a calendar year.

The Employer shall pay one hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

Effective July 1, 2001, a vision care benefit of \$80.00 per 24 months will be provided.

ARTICLE 41 - LONG-TERM DISABILITY INSURANCE PLAN

- 41.01** The Employer shall provide a mutually acceptable long-term disability insurance plan.
- 41.02** The plan shall be mandatory and shall cover post-probationary employees. The Plan shall provide Employees with two-thirds salary continuation for a maximum \$3500.00 per month for two (2) years commencing after a waiting period of 17 weeks has expired, in the event of a disability as defined in the Addendum.
- 41.03** The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.
- 41.04** The Employer shall pay one hundred percent (100%) of the premium.

ARTICLE 42 - GROUP LIFE INSURANCE

- 42.01** The Employer shall provide a group life insurance plan.
- 42.02** The plan shall provide \$10,000.00 insurance coverage for post-probationary employees, \$2000.00 for spouse and \$1000.00 for a child.
- 42.03** Benefit coverage reduces to 50% of age 65 and terminates at 70 or retirement, whichever is earlier. Upon termination of employment, the Plan provides conversion privilege wherein the employee may convert the life insurance policy to an individual policy without medical evidence. The employee must apply to the individual policy and pay the first monthly premium within 31 days of the termination of the Employee's Life Insurance.
- 42.04** The plan shall include provision for Employees to continue the payment of premiums after retirement or termination.
- 42.05** The plan shall also include coverage for accidental death and dismemberment to a maximum \$10,000.00.
- 42.06** The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.

- 42.07** The Employer, effective April 1, 1998, shall pay one hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

ARTICLE 43 - PENSION

- 43.01** Effective July 1, 1997, regular Employees shall be covered by a Pension Plan as outlined in the Addendum - Pension Plan. The pension scheme shall consist of the Employer matching Employee contributions to a maximum of 2% of the Employees regular wages. Effective the first pay period in January 2000, the maximum contribution will be three percent (3%) of the employees regular wages.
- 43.02** The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical coverage. In the event that Extended Health Benefits or a Dental Plan becomes available to retirees under the present pension scheme, the Employer will render the same assistance with respect thereto at the point of retirement. It is understood that this shall be at no cost to the Employer.

ARTICLE 44 - UNIFORMS

44.01 Uniforms

The Employer shall supply and maintain uniforms for Employees who are required to wear same. The Employer shall not require Employees to supply and/or maintain specified clothing other than a uniform.

44.02 Joint Committee on Uniforms

Concerns in respect to uniforms may be discussed in Committee under Article 7.

ARTICLE 45 - PREVIOUS EXPERIENCE

- 45.01** Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.
- 45.02** A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

ARTICLE 46 - MORE FAVOURABLE RATE OR CONDITION

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

ARTICLE 47 - MORGUE SERVICE

- 47.01** Employees will not be required to perform a morgue service on cadavers.

ARTICLE 48 - PAY DAYS

48.01 Employees shall be paid by direct deposit made every second Thursday. Prior to the pay day, the employee will be provided a statement listing statutory holidays paid, any adjustments including overtime, and an itemized summary of deductions.

When the pay day falls on a non-banking day, the deposit shall be made on the day prior to the established pay day.

ARTICLE 49 - BADGES AND INSIGNIA

49.01 Employees shall be permitted to wear Union pins or Shop Steward badges.

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

ARTICLE 50 - BULLETIN BOARD

50.01 A bulletin board located in a conspicuous place of access to the Employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 51 - NOTICE OF UNION REPRESENTATIVE VISITS

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

ARTICLE 52 - UNION ADVISED OF CHANGES

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

ARTICLE 53 - EMPLOYER PROPERTY

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

53.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an Employee while on duty caused by the actions of a patient, provided such personal property is an article of use or wear of a type suitable for use while on duty.

53.03 Where an Employee is charged with an offense resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the Employee shall be reimbursed for reasonable legal fees.

53.04 The practice of the Employer supplying tools to Employees shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the Employee to protect the tools against loss or theft.

ARTICLE 54 - VACCINATION AND INOCULATION

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

54.02 The parties agree to certain measures intended to minimize an employee's risk of contracting an infectious disease through resident contact.

As a general matter, the Employer will educate staff as to the reasonable precautions staff can take to minimize the spread of any infectious disease. This education will include in-services, and the provisions of materials, in writing and otherwise, for staff education.

As a specific matter, and where an individual resident or residents have an infectious disease which may reasonably be expected to put an employee at risk, the following will apply.

Those staff who would be at risk will be advised of the nature of the risk, and any precautions or practices necessary.

This information will be provided only to those staff whose work routines will place them at risk, and with the understanding the information is confidential, and will not be discussed with any other person, except those other employees who are already aware of the circumstances.

Where vaccination, or inoculation, or immunization is indicated, by a physician, as an appropriate and necessary precaution, and is not otherwise available to an employee without direct cost, the Employer will pay the cost.

ARTICLE 55 - OCCUPATIONAL HEALTH AND SAFETY

55.01 Occupational Health and Safety Committee

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

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

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

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in

workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant Employees as far as occupational health and safety matters are concerned.

55.02 Aggressive Patients/Residents

When the Employer is aware that a patient/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to a patient's/resident's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents. It is understood that this provision is at no cost to the Employer.

ARTICLE 56 - CONTRACTING OUT

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

ARTICLE 57 - VOLUNTEERS

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

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of Employees in

the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 58 - PRINTING OF THE AGREEMENT

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

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

ARTICLE 59 - VARIATIONS

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

ARTICLE 60 - BINDING TRIBUNAL

60.01 At the option of the Union, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by Colin Taylor, Q.C. or failing his ability to act then to his designate or failing that then to a single arbitrator appointed by the Chair of the Labour Relations Board.

ARTICLE 61 - SAVINGS CLAUSE

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

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

ARTICLE 62 - EFFECTIVE AND TERMINATING DATES

62.01 Effective and Terminating Dates

The effective and terminating date to provide that the agreement shall be effective from September 1, 2000 and shall remain in force until December 31, 2002 and from year to year thereafter unless terminated by either party on written notice served during the month of May 2002 or, if not so terminated, in the month of September in any succeeding year..

If a notice is not given under the above paragraph by either party 90 days or more before the expiry of the agreement, both parties shall be deemed to have given notice to bargain 90 days before the expiry.

62.02 Effective Date of Wages and Benefits

All non-compensatory provisions, wages and benefits shall be effective as of the signing of the revised Collective Agreement.

62.03 Retroactivity

All current bargaining unit employees, as of the date of the signing of this Collective Agreement, shall be paid retroactivity for all hours worked since September 1, 2000.

62.04 It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* is excluded from this Agreement.

ARTICLE 63 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

63.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

63.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Don Jeffrey
Director Employee and Client Relations

Chris Allnut
Secretary-Business Manager

Elroy Jespersen
Regional Vice President, B.C.

Raj Chouhan
Bargaining Spokesperson

Katherine Kreller
Servicing Representative

Angie McWilliams
Bargaining Committee

Shauna Bartram
Bargaining Committee

Monte Vantol
Bargaining Committee

Colleen Kitson
Bargaining Committee

Date

Date

ADDENDUM - GROUP LIFE AND LONG-TERM DISABILITY INSURANCE PLANS

The Employer and the Union agree that the group life and long-term disability insurance plans shall be governed by the terms and conditions set forth below.

PART A - GROUP LIFE INSURANCE PLAN

Section 1 - Eligibility

Regular full-time and regular part-time Employees who are on staff January 1, 1994, or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

Section 2 - Benefits

The Plan shall provide basic life insurance in the amount of ten thousand dollars (\$10,000.00) and standard 24-hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

Section 3 - Premiums

The cost of the plan shall be as provided in Article 42 of the Collective Agreement.

PART B - LONG-TERM DISABILITY PLAN

1. ELIGIBILITY

The plan is mandatory and covers post probationary employees.

2. WAITING PERIOD AND BENEFITS

The Plan shall provide a benefit equal to two-thirds of basic monthly earnings to a maximum of \$3,500 per month for two (2) years).

Basic monthly earnings shall be calculated as the employee's average monthly hours of work for the twelve (12) month period, or the shorter period that the person has been employed prior to the date of disability, multiplied by his/her rate of pay at the date of disability.

To qualify for a disability benefit, the employee must be totally disabled, as the result of an accident or an illness, for a period of 119 days.

If the employee remains totally disabled, the disability benefit will be paid for a maximum for two (2) years or to age 65, whichever occurs first.

3. TOTAL DISABILITY DEFINED

"Totally disabled" as used in this Plan, means, during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as the result of bodily sickness or injury, to engage in his/her normal occupation.

4. INTEGRATION WITH OTHER DISABILITY INCOME

The Disability Benefit which is payable shall be reduced by any disability benefit the employee is entitled to receive from the Canada Pension Plan and Workers' Compensation Board.

5. TERMINATION OF BENEFIT

The Disability Benefit will terminate at the end of the twenty-four (24) month period.

Disability payments will terminate prior to the end of the twenty-four (24) month benefit period.

- a) If the employee does not provide the Carrier with proof of disability.
- b) When they are no longer disabled.
- c) When they reach the termination age.
- d) In the event of the employee's death.

6. PREMIUM

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

ADDENDUM - PENSION PLAN**1. TYPE OF PLAN**

The Plan will be a Defined Contribution Pension Plan.

2. ELIGIBILITY

All regular full-time and regular part-time employees, upon completion of six (6) calendar months of employment, shall be enrolled in the Plan.

3. CONTRIBUTIONS**a) Rate**

Each employee shall elect a contribution level of 1% of regular earnings or 2% of regular earnings or 3% of regular earnings (3% effective January 2000).

The Employer shall match the employee's contribution.

An employee can elect to change his/her contribution level in January of each year.

An employee may elect to make voluntary contributions to the Plan.

Voluntary contributions are not matched by the Employer.

b) Allocation

Contributions and interest earnings will be allocated to each member.

c) Investment

Money contributed to the Plan is invested in investments provided by Manulife Financial.

4. VESTING

Employer contributions will be immediately vested in the employee.

5. LOCKED-IN FUNDS

All contributions (Employer and Employee) will be locked in after two (2) years of contributory service.

6. TERMINATION PRIOR TO RETIREMENT

a) Less Than Two Years

If an employee terminates employment prior to two (2) years of contributory service, the employee may elect a cash out of Employer and Employee contributions plus earned interest.

b) After Two years

If an employee terminates after two years of contributory service all contributions are locked-in.

Voluntary contributions can be withdrawn.

Locked-in funds may be:

- Left in the Plan.
- Transferred to another Registered Pension Plan, or a locked-in Registered Retirement Savings Plan.
- Used to purchase a life annuity or Life Income Fund, if age 55 or older.

7. RETIREMENT DATES

a) Normal

Pension payments will be paid on the first day of the month following the employee's 65th birthday.

b) Early or Late

An employee may elect to retire and receive pension benefits any time up to ten (10) years before his/her 65th birthday or defer receipt of pension benefits to any date preceding his/her 71st birthday.

8. PAYMENT TO ESTATE

If the employee dies before retirement, the total value in the accounts with respect to contributions made will be paid to the spouse. The spouse may choose to receive payment as a lump sum or as a pension. If the employee does not have a spouse or the employee and the spouse have waived their right to a death benefit, the death benefit will be paid in a lump sum to the named beneficiary.

9. PENSION STATEMENT

Once a year, the employee will receive an "Annual Benefit Statement" that shows the value of contributions made to the plan to date. About 45 days before retirement, the employee will

receive a statement outlining his/her options and the amount of pension available to him/her. If the employee requires a statement at any other time, it will be provided upon request.

ADDENDUM - CASUAL EMPLOYEES

1. Casual Employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time Employees provided that a casual Employee shall not be used for a period in excess of five (5) weeks in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement; or
 - (9) in an emergency where an extraordinary workload develops, a casual Employee may be used to do work having a duration of less than five (5) weeks where there is no regular incumbent provided that such work cannot reasonably be done by assigning regular part-time Employees to do that work.

2. Casual Employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual Employee shall be entitled to register for work in any job classification in respect of which such Employee meets the requirement of the class.

If additional casual employees are not needed, they will be added to the waiting list by date of application.

Once accepted on the casual list, the employee will be called in accordance with their overall seniority. The waiting list is to be updated on a regular basis, and remain posted.

3. Where it appears that the regular Employee whose position is being filled by a casual Employee will not return to his/her position within five (5) weeks, that position shall be posted and filled pursuant to the provisions of Articles 14, 15.01 and 19 of the Collective Agreement.

4. (a) A casual Employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual Employee may become a regular Employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual Employee shall be reverted to the casual list.

- (b) Where a job posting is filled by a casual Employee under Section 3 and the casual Employee occupies the position for six (6) months or more, he/she will be entitled to reimbursement for monthly benefit premiums paid by the Employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first five (5) weeks in the position.

In any event, after the casual Employee has filled the position for a period of six (6) months, the casual Employee shall be enrolled in the benefit plans listed below:

Section 40.01 - Medical Plan
Section 40.02 - Dental Plan
Section 40.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
- (ii) the casual Employee is no longer working in the posted position.

5. Casual Employees are entitled to all benefits of the Collective Agreement except the following:
- (1) Article 12 - Probationary Period;
 - (2) Sections 14.02, 14.03, 14.04 and 14.05 of Article 14 - Seniority;
 - (3) Section 15.01(l) of Article 15 - Job Postings and Applications;
 - (4) Article 18 - Technological, Automation and Other Changes;
 - (5) Article 19 - Reduction in the Work Force;
 - (6) Article 20.01 - Notice of Termination;
 - (7) Article 21 - Scheduling Provisions;
 - (8) Sections 23.07 and 23.08 of Article 23 - Overtime;
 - (9) Sections 31.03 and 31.04 of Article 31 - Vacations;
 - (10) Article 32 - Compassionate Leave;
 - (11) Article 33 - Special Leave;
 - (12) Article 34 - Sick Leave, W.C.B., Injury-On-Duty;
 - (13) Article 35 - Educational Leave;

- (14) Article 36 - Jury Duty;
 - (15) Article 37 - Leave - Unpaid;
 - (16) Article 38 - Maternity Leave;
 - (17) Article 39 - Adoption Leave;
 - (18) Article 40 - Health Care Plans;
 - (19) Article 41 - Long-Term Disability Insurance Plan;
 - (20) Article 43 - Pension;
6. Casual Employees shall accumulate seniority on the basis of the number of hours worked.
 7. The manner in which casual Employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual Employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual Employees may be used. Each classification registry shall list those casual Employees who have been qualified to work in that job classification in descending order of hours worked.
 - (2) The Employer shall call by telephone (unless the employee has indicated, using the Employer's form, the employee is not available), only those casual Employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior Employee in the classification registry. Only one call need be made to any one casual Employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
 - (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the Employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the Employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) If the casual Employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior Employee registered in that job classification and so on until a casual Employee is found who is ready, willing and able to work.
 8. Casual Employees shall not be dismissed except for just and proper cause.

If a casual employee is consistently unavailable for work opportunities, or does not make his/herself reasonably available for work during a ninety (90) consecutive calendar day

period, then such casual employee shall be considered to have resigned their employment. This does not apply if the casual employee has sought and obtained, in writing, the Employer's approval to be unavailable for a longer period of time.

9. Casual Employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual Employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
10.
 - (1) The master casual Employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual Employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual Employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (3) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
 - (a) of the master casual seniority list; and
 - (b) of each classification registry maintained by the facility.
11.
 - (1) Except for regular Employees who transfer to casual status under Section 15, casual Employees shall serve a probationary period of four hundred and fifty (450) hours of work. During the said probationary period casual Employees may be terminated for unsatisfactory service.
 - (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period for the balance of four hundred and fifty (450) hours of work.
 - (3) Where a casual Employee who has completed probation successfully bids into a regular position, such Employee shall not be required to serve another probationary period under Article 12.
12. For purposes of relating the seniority of a casual Employee to that of regular employees, the seniority date or initial date of hiring of such Employee shall be calculated by:
 - (1) dividing his/her number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked; and then
 - (2) taking the number of days worked derived under subsection (1) herein and backdating from the applicable date the number of calendar days thus determined.

13. Casual Employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
14. (1) Upon completion of one hundred and eighty (180) hours of work, casual Employees shall be given the option to enrol in the following plans:
- (a) medical services plan;
 - (b) dental plan;
 - (c) extended health plan.
- An Employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.
- (2) Where a casual Employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the Employee shall only be entitled to re-enroll if the Employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.
15. A regular Employee who is laid off shall be entitled as of right to transfer to casual status. Other regular Employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such Employees shall be entitled only to such benefits as are available to casual employees. Such Employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
- (1) to determine the number of days worked, take the number of calendar days between the Employee's seniority date and the date of transfer; and then
 - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point five (7.5).
16. Regular part-time Employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time Employee registered under this section conflicts with a casual assignment, the part-time Employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the Employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the Employee under the provisions of the Addendum - Part-Time Employees.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees may be used by regular part-time Employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the Employee has not yet commenced.

17. Casual Employees shall move to the increment step indicated by accumulated hours of service with the Employer.
18. In the event that a casual Employee is scheduled to work and cannot work for a reason which gives rise to compassionate leave as described in Article 32, the casual Employee is entitled to paid leave for those scheduled work days missed to a maximum of three consecutive days.

ADDENDUM - PART-TIME EMPLOYEES

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

(a) **Vacations**

Regular part-time Employees shall be credited with and granted vacations as set out in Article 31.01; that is, six percent (6%) during the first two years and eight percent (8%) for more than two years on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Article 31.01.

(b) **Statutory Holidays**

Three (3) hours off with pay every thirty-three (33) days for Employees working an average of fifteen (15) hours per week or pay in lieu thereof; or a proportionate amount depending on time worked.

(c) **Sick Leave**

Four point eight (4.8) days (thirty-six (36.0) hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 34.

(d) **Special Leave**

One and three-fifths (1 3/5) days (12 hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All special leave credits shall be paid in conformity with Article 33.

(e) **Qualifying Period**

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

(f) **Increment Progression**

Based on calendar length of service with the Employer.

(g) **Seniority**

Applicable on a proportionate basis.

HAWTHORN PARK - WAGE SCHEDULE

			Sept. 1 2000	Sept. 1 2001 **	Jan. 1 2002 ***	Apr. 1 2002 ****
Classification		Expired	1.00%	2.00%	1.50%	1.50%
Assisted Living Attendant	Start	\$15.26	\$15.41	\$15.72	\$15.96	\$16.20
	1 Year	\$15.67	\$15.83	\$16.15	\$16.39	\$16.64
	2 Year	\$16.18	\$16.34	\$16.67	\$16.92	\$17.17
Community Living Program Assistant	Start	\$15.26	\$15.41	\$15.72	\$15.96	\$16.20
	1 Year	\$15.67	\$15.83	\$16.15	\$16.39	\$16.64
	2 Year	\$16.18	\$16.34	\$16.67	\$16.92	\$17.17
Community Living Activity Programmer	Start	\$15.87	\$16.03	\$16.35	\$16.60	\$16.85
	1 Year	\$16.37	\$16.53	\$16.86	\$17.11	\$17.37
	2 Year	\$16.90	\$17.07	\$17.41	\$17.67	\$17.94
Cook I	Start	\$15.87	\$16.03	\$16.35	\$16.60	\$16.85
	1 Year	\$16.37	\$16.53	\$16.86	\$17.11	\$17.37
	2 Year	\$16.90	\$17.07	\$17.41	\$17.67	\$17.94
Cook II	Start	\$15.15	\$15.30	\$15.61	\$15.84	\$16.08
	1 Year	\$15.67	\$15.83	\$16.15	\$16.39	\$6.64
	2 Year	\$16.18	\$16.34	\$16.67	\$16.92	\$17.17
Dining Room Host	Start	\$14.63	\$14.78	\$15.08	\$15.31	\$15.54
	1 Year	\$15.15	\$15.30	\$15.61	\$15.84	\$16.08
	2 Year	\$15.67	\$15.81	\$16.15	\$16.39	\$16.64
Food Service Attendant	Start	\$14.04	\$14.18	\$14.46	\$14.68	\$14.90
	1 Year	\$14.53	\$14.68	\$14.97	\$15.19	\$15.42
	2 Year	\$15.05	\$15.20	\$15.50	\$15.73	\$15.97
Home Support Attendant	Start	\$14.04	\$14.18	\$14.46	\$14.68	\$14.90
	1 Year	\$14.53	\$14.68	\$14.97	\$15.19	\$15.42
	2 Year	\$15.05	\$15.20	\$15.50	\$15.73	\$15.97
Building Services Attendant	Start	\$14.04	\$14.18	\$14.46	\$14.68	\$14.90
	1 Year	\$14.53	\$14.68	\$14.97	\$15.19	\$15.42
	2 Year	\$15.05	\$15.20	\$15.50	\$15.73	\$15.97
Property Services Assistant	Start	\$14.98	\$15.13	\$15.43	\$15.66	\$15.89
	1 Year	\$15.39	\$15.54	\$15.85	\$16.09	\$16.33
	2 Year	\$15.90	\$16.06	\$16.38	\$16.63	\$16.88
Information Services Attendant	Start	\$14.04	\$14.18	\$14.46	\$14.68	\$14.90
	1 Year	\$14.53	\$14.68	\$14.97	\$15.19	\$15.42
	2 Year	\$15.05	\$15.20	\$15.50	\$15.73	\$15.97
Shift Leader	Start			\$18.54	\$18.82	\$19.10
	1 Year			\$19.06	\$19.35	\$19.64
	2 Year			\$19.57	\$19.86	\$20.16

**or the earlier of 130 occupancies, as defined

***or the earlier of 140 occupancies, as defined

****or the earlier of 150 occupancies, as defined

Occupied means the rent has been paid on the unit, and the specified number of units have been occupied for 30 consecutive calendar days.

MEMORANDUM OF AGREEMENT

between

**DIVERSICARE CANADA MANAGEMENT SERVICES CO. INC.
(HAWTHORN PARK RETIREMENT COMMUNITY)**

and

HOSPITAL EMPLOYEES' UNION

Re: Free Parking

The Employer agrees to continue the current practice of providing seven (7) free off-street parking spaces to all Employees on a first-come, first-served basis, as long as practical. If changes are required in the future, the Parties shall meet to reach a mutually acceptable agreement.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

Date

Date

MEMORANDUM OF AGREEMENT

between

**DIVERSICARE CANADA MANAGEMENT SERVICES CO. INC.
(HAWTHORN PARK RETIREMENT COMMUNITY)**

and

HOSPITAL EMPLOYEES' UNION

Re: Fixed Shifts

The Employer agrees to continue the practice of Employees working specific shifts. The Employer also agrees to reinstate fixed shifts for Employees in nursing (Care Aides and Personal Service Attendants).

In the event an Employee exercises seniority rights to transfer to a vacant position on another shift, the provisions of the preceding paragraph will apply.

Notwithstanding the above, the Employer may designate in reverse order of seniority, an Employee to work temporarily on another shift in order to meet minimum staffing requirements per shift.

The Employer will make every effort both to avoid such a designation being made and to ensure that it is discontinued as soon as possible. In the event that the Employer is unable to fill a fixed shift, the Union and the Employer will meet to resolve the issue.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

Date

Date

LETTER OF UNDERSTANDING

between

**DIVERSICARE CANADA MANAGEMENT SERVICES CO. INC.
(HAWTHORN PARK RETIREMENT COMMUNITY)**

and

HOSPITAL EMPLOYEES' UNION

The Parties agree to good faith discussions regarding the broad issues of job security, changes in hours of hour and related matters. The Union/Management Committee will discuss these matters during the ninety (90) days following the signing of this Memorandum. The discussions will be held at the facility during working hours.

The scope of the discussions will be addressed at the first meeting.

The Parties may request the assistance of an Industry Troubleshooter whose mandate is as set out in the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

Date

Date

MEMORANDUM OF AGREEMENT**Between****DIVERSICARE CANADA MANAGEMENT SERVICES CO., INC.
(Hawthorn Park Retirement Community)
(The Employer)****And****THE HOSPITAL EMPLOYEES' UNION
(The Union)**

This Memorandum attaches to and forms part of the Collective Agreement between the parties.

WHEREAS the Employer was previously established as Hawthorn Park Retirement Community (Hawthorn) and;

WHEREAS the Employer has now established itself, for business and licensing requirements, as two companies, being Hawthorn and Kelowna Personal Care Services Inc. (Kelowna) and;

WHEREAS the Union has been certified, as the sole bargaining agent, for both Hawthorn and KPCS, and;

WHEREAS the parties wish to confirm certain matters;

Therefore:

The Collective Agreement will apply to both Hawthorn and KPCS as if the two companies were a single employer.

The Collective Agreement will apply to employees of either company as if they were employed by a single employer, and it will be irrelevant if they are actually working for Hawthorn, or for Kelowna.

Certain individuals had been provided employment, at the time KPCS was established, as if Hawthorn and KPCS were separate employers. On that basis, those individuals shall continue to be allowed to work in their current shifts, classification(s) and work schedules until the earlier of:

- the individual voluntarily leaving their current shift, classification and/or work schedule, or
- May 15, 2002.

Those individuals are:

Shauna Bartram
Monica Giesbrecht

Elizabeth Nadj
Tracey Klose
Lynn Watt
Liz Haas

An individual had been provided employment, after KPCS was established, as if Hawthorn and KPCS were separate employers. On that basis, this individual shall continue to be allowed to work in her current shift, classification and work schedule until the earlier of:

- the individual voluntarily leaving their current shift, classification and/or work schedule, or
- November 15, 2001

The individual is:

Lori Miller

(For clarity, if any incumbent named above, is displaced as per the terms of the Collective Agreement, they shall not be considered as having voluntarily left their current shift, classification and/or work schedule, and even though they may be displaced, they would retain their right to employment as if Hawthorn and KPCS were separate employers, until the expiry of the specified time periods.)

The affected individuals, by working in this special arrangement, are not entitled to accrue seniority or benefits that would be greater than the seniority or benefits that a full time employee could accrue in a given year.

In the event an employee has already worked for one company and has asked to work for the other without any break in between shifts, the employee shall receive a meal. This does not apply to prescheduled work.

This agreement supersedes any previous agreement, and those previous agreements are null and void.

All of which is agreed this _____ day of _____, 2001.

FOR HAWTHORN PARK RETIREMENT
COMMUNITY

FOR KELOWNA PERSONAL CARE
SERVICES

FOR DIVERSICARE CANADA
MANAGEMENT SERVICES CO. INC.

FOR HOSPITAL EMPLOYEES' UNION
