

COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

HALLIDAY HOUSE OF BRITISH COLUMBIA LTD.

SEPTEMBER 1, 2001 – DECEMBER 31, 2004

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MEMORANDUM OF AGREEMENT

BETWEEN:

HALLIDAY HOUSE OF BRITISH COLUMBIA LTD.

AND:

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

ARTICLE 1 - PREAMBLE

1.01 Preamble

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

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

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

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

1.02 No Discrimination

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

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

1.03 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 HEU bargaining unit it shall be referred to G. Brodsky, H. Jensen, J. Henderson (Complaints Investigator); or
- b) where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to J. McEwen, P. Janzen (Complaints Investigator).

When a complaint is received under either a or b above, the appropriate Complaint Investigator shall, pursuant to Section 103 of the Labour Relations Code:

- (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.

In furtherance of the above, the Employer shall provide a filing cabinet with a lock for the exclusive use of the Union, and a safe place to store it.

2.02 Union Shop

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not members of the Union prior to May 5, 1995 shall have the option of:

- (a) applying for membership in the Union which membership they shall maintain, or

- (b) not applying for membership in the Union, but as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under Article 2.02.

All other 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 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

Article 19.01 - Employer's Notice of Termination

2.03

Union Check-Off

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

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

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

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

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

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Implementation shall be six months following the signing of the Collective Agreement.

2.04 Induction

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

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

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

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

2.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of one
 - (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two
 - (2) Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.

- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.
- (6) One member of the Local Executive or one shop steward shall be permitted a maximum of one hour per week within their regularly scheduled working hours without the loss of pay or benefits for the express purpose of making herself/himself available to the members to discuss any employment related problems. The Employer shall replace these persons at their regular duties during this time. Nothing in this clause shall be construed as a restriction or abrogation of any rights of Shop Stewards and/or Local Executive members or Union committee members under any other section of the Collective Agreement.

2.06 No Discrimination

The Employer agrees to provide equal opportunity for employment of Aboriginal peoples, the disabled, and visible minorities.

ARTICLE 3 - DEFINITIONS

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 33.01 - Special 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 Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

5.01 The nature of health care is such that at times it 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 - LEGAL PICKET LINE

6.01 Legal Picket Line

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

6.02 Boycotts and Hot Edicts

The honouring of any boycott sanctioned by the Canadian Labour Congress and/or the B.C. Federation of Labour or the refusal on the part of an employee to handle any goods declared by those bodies to be "hot" shall not constitute cause for discipline.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

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

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

The time spent by members of the Union Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement. Members of the Committee attending meetings on their own time shall be compensated in accordance with the overtime provisions of the Collective Agreement.

7.04 Committee Meetings

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

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

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

8.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall be given

reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that he/she has the right to representation by a Shop Steward or Union committee member of his/her choice. Where the Employer fails to so advise the member, any disciplinary action taken shall be rendered null and void.

No meeting shall take place between the Employer and a Union member without reasonable advance notice being given to the member.

8.03 Right to Grieve Disciplinary Action

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

8.04 Grievance Procedure

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

STEP ONE:

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

STEP TWO:

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

STEP THREE:

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

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

8.05 Dismissal/Suspension for Alleged Cause

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

Employees shall not be dismissed or suspended except for just and reasonable cause. Where the Employer believes it has grounds under this clause, it may:

- a) place the employee on a paid leave of absence pending final resolution of the grievance;
- b) require the employee to continue working at his/her regular job pending final resolution of the grievance; or
- c) by mutual agreement, transfer the employee to a different work area pending final resolution of the grievance.

It is understood that any decision made by the Employer under(c) above may not prejudice in any way the rights of other employees under the Collective Agreement.

8.06 Reinstatement of Employees

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

8.07 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 term of the Collective Agreement, H.A. Hope, Q.C.; S.F.D. Kelleher; H. Laing; D B. Johnston, Q.C.; V.L. Ready; L. Lebick; S. Moore; C. Sullivan 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.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

8.08 Expedited Arbitrations

- (1) A representative of the Employer and the Secretary-Business Manager of the Union, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (3) 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.
- (4) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (5) 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.
- (6) 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 103 of the Labour Relations Code of British Columbia.

- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) 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.
- (9) 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.
- (10) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be H.A. Hope, Q.C.; S.F.D. Kelleher; D.R. Munroe, Q.C.; V.L. Ready; S. Moore; R. Germaine; N. Hall; J. Baigent; M. Jackson.
- (13) 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.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (15) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01 (a) Composition of Board

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

One member is to be appointed by the Committee on Labour Relations, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed or,

failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

1. D.B. Johnston
2. J.E. Dorsey
3. H.A. Hope, Q.C.
4. M. Jackson
5. S.F.D. Kelleher
6. H. Laing
7. J. McEwen
8. R. Germaine
9. N. Morrison
10. D.R. Munroe, Q.C.
11. G. Somjen

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

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

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

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

9.01 (b) Dismissal/Suspension

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

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

1. D.B. Johnston
2. J.E. Dorsey
3. H.A. Hope, Q.C.
4. M. Jackson
5. S.F.D. Kelleher
6. H. Laing
7. J. McEwen

8. R. Germaine
9. N. Morrison
10. D.R. Munroe, Q.C.
11. G. Somjen

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

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

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

The parties agree that the time limits for appeal under the Labour Code of 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 Authority of Arbitration Board

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

9.03 Time Limit for Decision of Arbitration Board

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

9.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness.

9.05 Arbitration Board Hearings

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

9.06 Expenses of Arbitration Board

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

9.07 Reinstatement of Employees

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

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

- 9.08** Interest pursuant to the Court Order Interest Act shall be payable to all affected employees and/or the Union where an arbitration award results in compensation to those employees or the Union.

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

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

10.02 Regular Part-Time Employees

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

10.03 Casual Employees

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

10.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8, Section 8.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee

shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01** For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- 11.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

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

12.02 Personnel File

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

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

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

ARTICLE 13 - SENIORITY

The principle of Equal Pay for Work of Equal Value is recognized and accepted.

13.01 Transfer, Release

In the transfer or release of employees, the most senior qualified applicant shall be awarded the position.

Where the most senior applicant lacks the work experience but is otherwise qualified, the most senior applicant shall be awarded the position.

Where the most senior applicant lacks the formal qualifications but has the work experience required and is otherwise qualified, the most senior applicant shall be awarded the position.

13.02 Qualifying Period

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

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

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

13.03 Transfer

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

13.04 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.

13.05 Re-employment After Voluntary Termination or Dismissal for Cause

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

13.06 Supervisory or Military Service

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

13.07 Seniority Dates

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

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS**14.01 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than two occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.

- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
- i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
 - ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
 - iii) the Employer has given notice of displacement to affected employees.

In the application of this paragraph, the burden of proof shall be on the Employer to demonstrate that it has complied with the above requirements.

Where an Employer concedes, or a third party finds, that an Employer breached this section of the Collective Agreement, the Employer shall be required to reinstate the previous arrangements in full, and shall make full restitution and pay double time, including interest, to all affected employees.

- (c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 13.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 20, the proposed move shall not be made.
- (d) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.

- (g) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (h) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 15 - JOB DESCRIPTIONS

See Addendum - Maintenance Agreement and Classification Manual.

ARTICLE 16 - NOTICE OF NEW AND CHANGED POSITIONS

See Addendum - Maintenance Agreement and Classification Manual.

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01 Preamble

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

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

17.02 Definition of Displacement

Any employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

17.03 Notice of Displacement

At the time the decision to change the equipment or method of operation or six (6) months in advance of the date of change or introduction, whichever is sooner, the Employer shall notify the Union in writing of the impact that such change shall have on existing jobs.

The Employer agrees to meet with the Union expeditiously upon the Union's receipt of such notification for the purpose of negotiating the technological change.

Failing agreement between the Union and the Employer, any difference arising out of the Employer's proposed changes may be referred to arbitration under Article 9 of this Agreement.

No change shall be implemented until agreement has been reached or an arbitrator has issued his findings under this Section.

17.04 Bumping

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

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

Employees who are required to transfer to a lower-rated job as a result of a displacement notice being served shall not suffer a reduction in pay but shall be red-circled. Such employee shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate.

17.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 13.01 and Article 18.

17.06 Job Training

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

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

- (4) for planning and implementing training programs in the area of general and specialized skill upgrading and maintenance.
- (5) Current employees shall be given priority for training programs.

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 18 - REDUCTION IN WORK FORCE

- 18.01** In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.
- 18.02** The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:
- (a) less than two (2) years' seniority - thirty-one (31) calendar days;
 - (b) two (2) or more years' seniority but less than three (3) years' seniority - two (2) months;
 - (c) three (3) or more years' seniority but less than four (4) years' seniority - three (3) months;
 - (d) four (4) or more years' seniority but less than five (5) years' seniority - four (4) months;
 - (e) five (5) or more years' seniority - six (6) months.
- 18.03** Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.
- 18.04** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 17.04 of this Agreement.

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

ARTICLE 19 - TERMINATION OF EMPLOYMENT

19.01 Employer's Notice of Termination

The Employer shall give regular full-time and regular part-time employees fourteen (14) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

19.02 Employee's Notice of Termination

Employees shall make every effort to give fourteen (14) calendar days' notice when terminating their employment. The period of notice must be for time to be worked and must not include vacation time. The Employee terminating employment shall be paid all earned vacation time.

19.03 Employment Abandoned

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

ARTICLE 20 - SCHEDULING PROVISIONS

- 20.01**
- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
 - (ii) If the Employer temporarily alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 23. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
 - (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
 - (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls

short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 23.

- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 23. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 21 - HOURS OF WORK

21.01 Continuous Operation

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

21.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-five (35) hours per week.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays plus the applicable Extra Days Off). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one hundred and fifteen (115) days off, he/she shall be paid extra at

the applicable overtime rate for each day/hour by which his/her total number of day/hours off falls short of one hundred and fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 23 or Article 30.03.

- (d) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays and extra days off, otherwise overtime shall be paid in accordance with Article 23. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

21.03 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. Employees working less than a full shift shall receive one (1) rest period.

Employees shall receive fifteen (15) minute breaks. When two (2) or fewer employees are working, breaks must be taken separately and one (1) employee must remain on duty within the resident occupied area of the building at all times.

(b) Meal Periods

All employees covered by the Collective Agreement shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift. When two or fewer employees are working, meal periods must be taken separately and one (1) employee must remain on duty within the resident occupied area of the building at all times.

ARTICLE 22 - PART-TIME EMPLOYEES

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

ARTICLE 23 - OVERTIME

23.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 21.02, or who are requested to work on their scheduled off-duty days, including extra days off, shall be paid:

- (1) the rate of one and one-half (1-1/2) time of their basic hourly rate of pay for all hours of overtime on a scheduled work day;

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

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

23.03 If an employee works overtime on a statutory holiday, the employee shall be paid overtime at the rate of one and one-half (1 1/2) times the statutory holiday rate for all hours worked beyond the regularly scheduled hours of work in that day.

23.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 23.05 below.

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

23.06 An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of ten dollars (\$10.00). One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 23.08 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.

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

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

23.08 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so

worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

- 23.09** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.
- 23.10** An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.
- 23.11** Overtime shall be offered in order of seniority. No overtime will be paid unless direct, verbal approval has been given to the employee requesting overtime by the Employer or the designated manager. Written approval for the overtime is to be given at the time of the request or on the next appropriate day.
- 23.12** Where an employee works overtime, he/she shall be given a fifteen (15) minute break, with pay, between the end of his/her regular shift and the commencement of his/her overtime period.

ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS

- 24.01** Employees working the evening shall be paid a shift differential of fifty (\$0.50) cents per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of seventy-five (\$.75) cents per hour for the entire shift worked.
- 24.02** Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

ARTICLE 25 - CALL-BACK

- 25.01** Employees called back to work on their regular time off shall receive a minimum of four (4) hours' overtime pay at the applicable overtime rate whether or not he/she actually commences work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

If the employee normally drives his/her automobile to work an allowance of thirty-nine cents (\$0.39) per kilometre shall be paid 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 within the bargaining unit are not required to be on call.

ARTICLE 28 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

ARTICLE 29 - TRANSPORTATION ALLOWANCE

29.01 An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-nine cents (\$0.39) per kilometre.

29.02 Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use."

ARTICLE 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	Labour Day	B.C.Day
Good Friday	Thanksgiving Day	
Easter Monday	Remembrance Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and

fifteen (115) days (two (2) days per week plus a minimum of eleven (11) statutory holidays plus the applicable Extra Days Off).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at double time rates for each day by which his/her total number of days off falls short of one hundred fifteen (115), except that he/she shall not again be paid for any day for which he/she was paid at the rate of double time under Article 23 or Article 30.03.

Employees who are required to work on hospital scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1-1/2) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

- 30.02** When an employee has been on sick leave that is inclusive of one or more working days prior to an employer scheduled statutory holiday and one or more working days following such employer scheduled statutory holiday, then the employer 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. The provisions of Article 30.01, paragraph 3 shall not apply to employer scheduled statutory holidays rescheduled in accordance with this paragraph. 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 required to work on scheduled days off will receive pay at the rate of double time for the time worked, but will not have the day off rescheduled.
- 30.04** Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of double time (2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.
- 30.05** If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred fifteen (115) days off that his/her period of service in the year bears to a full year.
- 30.06** 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.
- 30.07** 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 hospital 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 All employees scheduled to work on any of the statutory holidays as listed in Article 30 shall not have their normal hours of work reduced.

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.

1 year 's continuous service	-16 work days
2 year 's continuous service	-16 work days
3 year 's continuous service	-20 work days
4 year 's continuous service	-20 work days
5 year 's continuous service	-20 work days
6 year 's continuous service	-21 work days
7 year 's continuous service	-21 work days
8 year 's continuous service	-21 work days
9 year 's continuous service	-21 work days
10 year 's continuous service	-22 work days
11 year 's continuous service	-22 work days
12 year 's continuous service	-22 work days
13 year 's continuous service	-22 work days
14 year 's continuous service	-22 work days
15 year 's continuous service	-23 work days
16 year 's continuous service	-23 work days
17 year 's continuous service	-23 work days
18 year 's continuous service	-23 work days
19 year 's continuous service	-23 work days
20 year 's continuous service	-25 work days

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

- (c) For the purposes of determining vacation entitlement, unpaid leaves of absence shall not constitute a break in continuous service.

31.02 Vacation Period

Vacation time earned up to July 1st as indicated in Article 31.01 and 31.02 shall be granted as follows:

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

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

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

31.03 Splitting of Vacation Periods

Vacation shall be granted in one (1) continuous period but may, upon request from the employee be taken in periods of no less than four (4) vacation days at one time. 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 operations of the department.

31.04 Vacation Pay

The pay for a vacation of no less than four (4) days to which an employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of such 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 Articles 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, or becomes sick or is injured while on vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

31.08 Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with

pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

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 family or a close friend.

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 An employee shall be entitled to a maximum of three (3) days with pay to be used for;

- (a) serious household or domestic emergency including illness in the immediate family of an employee and when no one at the employee 's home other than the employee can provide for care of the ill immediate family members.
- (b) a wedding of the employee or the employee 's 's immediate family who shall include the employee 's daughter, son or relative living permanently with the employee.

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

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

34.02 Sick leave credits with pay shall be granted on the basis of one (1) work days per month. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

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

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

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay, and all sick leave credits shall be restored to the employee including the first day.

- 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.

- 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.

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

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

- 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. If no written report 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** Sick leave may be accumulated to a total of eighteen (18) days.

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.
- It is the intention of the parties to encourage as many employees as possible to participate in in-service programs.
- 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.
- 35.04** It is recognized that bargaining unit employees may wish to enrol in educational programs in order to advance the employees' employment within the bargaining unit at no cost to the employee.

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

ARTICLE 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.

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. Notice of the Employer's decision shall be in writing.

37.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

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, 8.02, 8.03, 9.04, 9.05, 12.01, 12.02, 50.01.
- (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

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 Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

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

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

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

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

Upon return to work, the employee shall continue in her former position without loss of perquisites.

Effective the date of ratification, leave of absence for maternity may be taken for a period not to exceed fifty-two (52) weeks. For the first twenty (20) days of such leave, the employees shall be entitled to the benefits applicable to the leaves of absence. 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.

- 38.02**
- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12 (7) of the Employment Insurance Act.
 - (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption pursuant to Article 36.

Effective the signing date of this agreement, leave of absence for maternity leave may be taken for a period not to exceed thirty-two (32) weeks or otherwise stated in the Employment Standards Act. 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.

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

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, effective April 30, 1998, shall pay one hundred percent (100%) of the premiums.

40.02 Dental Plan

- (a) The Employer, effective April 30, 1998, will pay 100% the premium for the dental plan for employees.
- (b) The dental plan shall cover all employees, their spouses and children.
- (c) The coverage shall remain the same as currently provided.

40.03 Extended Health Care Plan

Where a drug card exists, to be maintained wherever possible.

- (a) The Employer, effective April 30, 1998, shall pay one hundred percent (100%) of the premiums for all employees.
- (b) The coverage shall remain the same as currently provided.

ARTICLE 41 - LONG-TERM DISABILITY INSURANCE PLAN

The Employer, effective April 30, 1998, shall pay one hundred percent (100%) of the premiums for all employees. The coverage shall remain the same as currently provided.

ARTICLE 42 - GROUP LIFE INSURANCE

The Employer, effective April 30, 1998, shall pay one hundred percent (100%) of the premiums for all employees. The coverage shall remain the same as currently provided.

ARTICLE 43 - PENSION

Effective July 1, 1996, regular employees shall be covered by a Pension Plan. The pension scheme shall consist of the Employer matching employee contributions to a maximum of 2% of the employee's regular wages.

At the time an employee leaves the employment for any reason the total amount in the employee's account shall be converted into a RRSP account in the employee's name.

ARTICLE 44 - EMPLOYMENT INSURANCE COVERAGE

44.01 All employees affected by this Agreement shall be covered by the Employment Insurance Act, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 45 – UNIFORMS

Employees shall not be required to wear uniforms or any other specified clothes except required by the Health and Safety Regulations of the Workers' Compensation Act.

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 - PAY DAYS

47.01 Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- (c) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to payday.
- (d) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (e) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day provided the cheque is available at his/her place of work.
- (f) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation.
- (g) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.

ARTICLE 48 - BADGES AND INSIGNIA

48.01 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 49 - BULLETIN BOARDS

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

ARTICLE 50 - NOTICE OF UNION REPRESENTATIVE VISITS

50.01 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 51 - UNION ADVISED OF CHANGES

- 51.01** 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 52 - EMPLOYER PROPERTY

- 52.01** 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.
- 52.02** 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.
- 52.03** Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- 52.04** All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 53 - VACCINATION AND INOCULATION

- 53.01** 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.
- 53.02** The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 54 - OCCUPATIONAL HEALTH AND SAFETY

54.01 Occupational Health and Safety Committee

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

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

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

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

committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- (g) The Occupational Health and Safety Committee shall have as part of its mandate the establishment of safe workload levels for all departments and work areas. Furthermore, the Committee shall have the right to impose specific penalties for non-compliance with established levels and shall ensure that the established levels are being complied with on an ongoing basis.
- (h) Union Health and Safety representatives shall have the right to participate in the monitoring of the safety of the workplace and to accompany Government Inspectors on inspection tours. The Employer shall notify the Union of any and all scheduled visits by Government Health and Safety Inspectors and shall make the necessary arrangements in the workforce to ensure the presence of Union Health and Safety representatives.
- (i) Union representatives on the Joint Occupational Health and Safety Committee shall be entitled to time off work with no loss of pay, seniority or benefits to attend educational courses and/or seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety related matters.

54.02 Aggressive Patients/Residents

The Employer shall inform all employees of residents who have a history of violence or are abusive. Employees who are required to care for such residents shall be provided special psychological and physical training at the Employer's expense during their scheduled working hours. The Employer shall ensure that a minimum of two employees are present when any treatment or care is provided to such residents, regardless of time schedules.

The employer shall provide that clear, consistent instruction be given to employees and, if the abusive or violent situation warrants it, schedules and routines temporarily adjusted to insure the resident's well-being and the employee's safety.

The Employer shall ensure that if the situation warrants it, beds will be set aside in Long Term Care/Extended Care facilities for a psycho-geriatric section staffed by employees trained to care for and handle this type of resident.

54.03 Health and Safety Stewards

The Employer agrees to the operation of a Health and Safety Steward system, for the purpose of performing health and safety investigation. The system shall be governed in the following manner:

- (1) Health and Safety Stewards may be appointed by the Union on the basis of one (1) steward for every one hundred (100) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Health and Safety Stewards.
- (2) Health and Safety Stewards shall have the right to conduct health and safety investigations without loss of pay.
- (3) For all other purposes, Health and Safety Stewards shall be treated in the same fashion as Shop Stewards.

54.04 Working Short-staffed

The Employer agrees to replace employees with other HEU employees when an employee is off work due to illness, vacation or leave for any purpose.

The Employer agrees that all employees required to work with less than the usual staff allotment be paid at overtime rates for the entire shift where no replacement was called.

54.05 In-Service

The Employer agrees to provide all employees with periodic in-service training on the following topics:

- (a) Work injuries
- (b) Stress management
- (c) Proper body mechanics
- (d) Cardio-Pulmonary Resuscitation (CPR)

54.06 Prevention of Workload Problems

- (a) The Employer agrees to satisfy the Union that its ongoing hiring practices are sufficient to maintain mutually agreed to staffing levels.
- (b) The Employer agrees to establish written contingency plans for each department, readily accessible to all staff, setting out those parts of

the regular work routine that can be dropped or postponed safely when staff shortages occur.

- (c) The Employer agrees to satisfy the Union that it has planned for adequate staffing levels prior to the opening of new facilities or the expansion of existing facilities.

54.07 Training and Orientation

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

54.08 Right to Refuse Unsafe Work

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

54.09 Employees' Right-To-Know

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

54.10 AIDS

The Employer agrees to take all possible safety precautions to deal with the threat of the AIDS virus, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with AIDS patients.

54.11 Protective Clothing and Equipment

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

- (b) All such clothing, tools, equipment and footwear shall be maintained and replaced at the Employer's expense.
- (c) All such clothing, tools, equipment, and footwear shall comply with applicable Workers' Compensation Board regulations concerning same.

ARTICLE 55 - CONTRACTING OUT

- 55.01** The employer agrees that all work or services performed by the employees shall not be subcontracted, privatized, transferred, leased, assigned, or conveyed, in whole or in part, to any other facility, person, company or non-bargaining unit employee, if such contracting out would result in the lay-off of employees in the bargaining unit.
- 55.02** The Employer shall discuss with the Union, functions intended to be contracted out that could otherwise be performed by members of the HEU within the facility, except where an emergency exists.

ARTICLE 56 - VOLUNTEERS

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

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

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

ARTICLE 57 - CHILD CARE

- 57.01** The Employer and the Union agree to establish a Joint Committee to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by this Agreement. The members of this Committee shall be the same as provided in Article 7.

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

ARTICLE 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 a Board of Arbitration within the meaning of the Labour Code of the Province of British Columbia, or its successor act, by the Union giving written notice to the Employer and the Minister of Labour. One member of the Board shall be appointed by the Employer or its duly authorized or accredited bargaining agent, one by the Union and a third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed, or failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party.

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**

- (i) The Agreement shall be effective from September 1, 2001, and shall remain in force and be binding upon the parties until December 31, 2004 and from year to year thereafter unless terminated by either party on written notice served during the month of September 2004.
- (ii) If a notice is not given subsection (i) by either party ninety (90) days or more before the expiry of the agreement, both are deemed to have given notice ninety (90) days before the expiry.

- (iii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

62.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective the first pay period after June 26, 2002 and reflect the wage rate of \$14.97 per hour for all classifications unless otherwise specified in this Collective Agreement.

- 62.03** It is agreed that the operation of Subsection 2 of Section 50 of the Labour 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 rates (including stated extras) as agreed to and hereinafter provided in Schedule 'B', shall be in effect during the term of the Agreement.

ARTICLE 64 - TOOLS AND EQUIPMENT

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

ADDENDUM - CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement; or
 - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month where there is no regular incumbent provided that such work cannot reasonably be done by:
 - (a) regular employees working overtime; or
 - (b) assigning regular part-time employees to do that work; or
 - (c) filling the position pursuant to the provisions of Article 14.01(c). For this purpose, the restriction in those provisions on the payment of overtime pay shall not apply.

2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one department except where the Employer and the Union otherwise agree in good faith.

Prior to hiring outside employees to a casual list, the Employer shall post a notice in the prescribed manner, indicating the availability of casual hours of work in any given department.

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Articles 13, 14.01 and 18 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 position is filled by a casual employee under Section 3 and that position will last more than three (3) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 11(1) of this Addendum. If the casual employee successfully bids into successive positions then that casual employee shall not be required to serve another thirty-one (31) day waiting period. Successive shall be defined as "within any thirty-one (31) day period."
- Article 40, Section 40.01 - Medical Plan
 Section 40.02 - Dental Plan
 Section 40.03 - Extended Health Care Plan
 Article 41 - Long Term Disability Insurance Plan
 Article 42 - Group Life Insurance 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.
- (c) Where a position is filled by a casual employee under Section 3 and that position will last more than thirty-one (31) days, that casual employee will be entitled to the provisions of Article 33 - Sick Leave, W.C.B., Injury-on-Duty Leave and Article 31 - Vacations.
5. Casual employees are entitled to all benefits of the Master Agreement except the following:
- (1) Article 11 - Probationary Period;
- (2) Sections 13.02, 13.03, 13.04, 13.05, and 13.06 of Article 13 - Seniority;
- (3) Section 14.01(c) of Article 14 - Job Postings and Applications;

- 4) Article 17 - Technological, Automation and Other Changes;
 - (5) Article 18 - Reduction in the Work Force;
 - (6) Article 19.01 - Employer's Notice of Termination;
 - (7) Article 20 - Scheduling Provisions;
 - (8) Sections 23.08 and 23.09 of Article 23 - Overtime;
 - (9) Sections 31.02 and 31.03 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 only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The

Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called.

- (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
8. Casual employees shall not be dismissed except for just and proper cause.
 9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
 10.
 - (1) The 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 hospital.

11.
 - (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
 - (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 11 of the Collective Agreement.
 - (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 11.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
 - (1) dividing his/her number of seniority hours by a factor of 7.0 which shall be deemed to be the number of days worked;
 - (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
13. Casual employees shall receive 10.7 % of their straight time pay in lieu of scheduled vacations and statutory holidays.
14.
 - (1) Upon completion of one hundred and sixty-eight (168) hours of work, casual employees shall be given the option to enroll in the Health Care Plan at his or her own cost.
15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
 - (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of 0.714; and then
 - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.0.

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

ADDENDUM - PART-TIME EMPLOYEES

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

(a) **Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Articles 31.01 and 31.02; that is, 6.5% up to two (2) years of employment and eight percent (8%) after the two (2) years of employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 31.01 and 31.02.

(b) **Statutory Holidays**

Employees shall receive four point two three percent (4.23%) on every pay cheque in lieu of statutory holiday time or pay.

(c) **Sick Leave**

Sick time shall be paid on proportionate basis, as granted to full time employment (5.25%).

(d) **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.

(e) **Seniority**

Applicable on a proportionate basis.

ADDENDUM - MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT

1) Introduction

The purpose of this agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the health care industry.

2) Coverage

The provisions of this agreement shall apply to all work which is now or shall come within the scope of the Collective Agreement between the parties. This agreement, shall be incorporated in and become part of the Collective Agreement.

This Agreement shall be subject to the grievance and arbitration procedures under the Collective Agreement.

3) Existing Rights

Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

- (1) Subject to the Collective Agreement and subject to procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs;
- (2) The Union has the right to enforce all the provisions of the Collective Agreement and this agreement and in particular may ensure that:
 - (a) a job has been established in a proper manner under the terms of the Collective Agreement and this agreement;
 - (b) a job description accurately describes the work required to be done;
 - (c) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done and consistent with agreed to benchmarks;
 - (d) a job is properly classified in relation to the benchmark class specifications; and
 - (e) a position is assigned to an appropriate job description.
- (3) Where a conflict arises between the Collective Agreement and this Agreement, the Collective Agreement shall take precedence.

4) **Benchmark Class Specifications**

- (1) The benchmark class specifications in existence at the date of this agreement and agreed to by the parties and attached as Schedule A shall constitute the sole criteria for classifying work in the health care industry covered by the Collective Agreement. Except as provided for in Section 9, no new benchmark class specification shall be introduced and no existing benchmark class specification shall be changed except by mutual agreement between the Employer and the Union. Neither party shall withhold mutual agreement unreasonably.
- (2) The rate levels which are set out in Schedule B to this agreement shall be assigned a value derived from the wage schedule of the Collective Agreement. Each benchmark class specification shall be assigned to an appropriate rate level which shall be deemed to comprise part of the specification.

5) **Job Descriptions**

- (1) The job descriptions which are in existence on the date of this agreement and agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Secretary-Business Manager of the Union and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (4) Each regular employee shall be provided with a copy of the agreed to job description for his/her position.

6) **Establishment of New Jobs**

- (1) Prior to the establishment of a new job, the Employer shall:
 - (a) write a new job description;
 - (b) classify the new job in relation to the benchmark class specifications; and
 - (c) assign such position to the job description as shall be appropriate.

- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.
- (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
- (4) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

7) **Changes to Existing Jobs**

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
 - (a) revise the permanent job description or write a new job description; and
 - (b) classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

8) **New or Changed Positions**

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 14.01 of the Collective Agreement. Where there is an incumbent in such an existing position he/she shall be displaced by the service of an appropriate notice to that effect.

- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review. If such a review results in reclassification of the position, the position shall not be posted, and the current incumbent shall not be displaced.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2) indicating in what manner his/her position has changed and why he/she thinks the job description to which his/her position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the Union.
- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form," the Employer shall review its decision and shall notify the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

9)

Appeals

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days.
- (2) If the Employer's written response is not acceptable, or not provided within the time limit, the Union may, within a further period of thirty (30) days, refer the dispute to the Classification Referee for a final and binding decision.
- (3) Any appeal by the Union to the Referee shall include written reasons in support of the appeal.
- (4) Within sixty (60) calendar days of the receipt of the appeal the Referee shall make every effort to hear the dispute and render a final and binding decision in writing.
- (5) The decision of the Referee shall be based upon the same criteria applicable to the parties themselves. Where the Referee allows the appeal his/her decision shall be limited to a direction that:
 - (a) the position be assigned to another existing job description and may include a direction that any incumbent in the position be displaced and that any vacancy be posted under Article 14.01 of the Collective Agreement;

- (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, level of responsibilities and required qualifications of the position; or
 - (c) except as outlined below, the job be appropriately classified, provided that the Referee shall not have jurisdiction to classify a job except within the existing benchmark class specifications including the rate level;
 - (d) where the Referee concludes that a position does not conform to an existing benchmark class specification, the Referee shall notify the Employer and the Union of his/her decision. The Employer and the Union shall endeavour to establish an appropriate benchmark class specification for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) days to the Referee as to the appropriate benchmark to be established. The Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Referee shall be binding on the parties. The Referee shall also establish an appropriate wage level for the new or revised benchmark.
- (6) A hearing called by the Referee shall have the same status as an Arbitration Board pursuant to Article 9 of the Collective Agreement.

10) **Classification Referee**

- (1) The Referee(s) shall be mutually agreed to by the Employer and the Union.

In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment.

The Referee shall be appointed for the term of the Collective Agreement and may thereafter be terminated by either party upon sixty (60) days written notice to the Referee and the other party.

- (2) The fees and expenses of the Referee shall be borne equally by the Employer and the Union.

11) **Pay Adjustments**

- (1) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give him/her a monthly increase and the increment anniversary shall be that date.

- (2) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (3) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (4) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of his/her prior job, and shall receive fifty per cent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served pursuant to Section 8.1 shall be covered by this provision.

12)

Definitions

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.
- (2) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.

MEMORANDUM OF AGREEMENT

between

HALLIDAY HOUSE

AND

HOSPITAL EMPLOYEES' UNION

Notwithstanding Article 17.02 and 17.03 and when it becomes necessary to reduce the hours of a full-time employee as a result of the immediate reduction of residents, the most junior full-time employee on the shift affected shall be given twenty-one (21) calendar days ' notice.

During the notice period, the employee shall have the right to bump into another position provided the incumbent in the position is junior in seniority.

Full-time employees given notice under this Memorandum shall be encouraged to exercise their bumping choice as soon as practical. In addition, the full-time employee may also choose to apply for any job posting exercising their rights under Article 13.01 and 14.01. Alternatively they can choose to transfer to the casual list and be placed on the list in accordance with their overall seniority.

In the event there is no junior employee to bump or there is no vacant position to post into, the employee shall be covered by Article 18.

Signed on Behalf of the Union

Signed on Behalf of the Employer

Date Signed:

Date Signed

SCHEDULE B
WAGE SCHEDULE

Job Category	June/02 (2%)	Sept.1/03 (2%)	Sept.1/04 (2%)
Nursing Assistant	\$14.97	\$15.27	\$15.57
Housekeeper	\$14.97	\$15.27	\$15.57
Cook	\$14.97	\$15.27	\$15.57

SIGNATURES FOR THE UNION:

Date Signed

SIGNATURES FOR THE EMPLOYER:

Date Signed