

STANDARD COLLECTIVE AGREEMENT

Between

HOSPITAL EMPLOYEE'S UNION

and

AMICA AT ARBUTUS MANOR

(AMICA MATURE LIFESTYLES INC.)

For the Period

OCTOBER 1, 2000 TO SEPTEMBER 30, 2003

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WHEREAS the British Columbia Labour Relations Board has certified the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Agreement upon the terms hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent on behalf of the employees for whom the Union has been certified as bargaining agent.

2.02 The Union is hereby established as the sole collective bargaining agency for the employees, and the Employer undertakes that he/she will not enter into any other Agreement or contract with the employees either individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within seven (7) days of commencement of employment and maintain their membership in the Union for the duration of the Agreement.

Where the Employer has knowledge of an employee failing to maintain Union membership or check-off of Union dues, the Employer shall so advise the Union, and, in turn, the Union shall advise the employee in writing.

ARTICLE 3 - DEFINITION OF EMPLOYEE STATUS

3.01 Regular Full-Time Employees

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

3.02 Regular Part-Time Employees

A regular part-time employee is one who works two or more regular scheduled full-time shifts, or equivalent, each week.

These employees accumulate seniority and are entitled to all benefits outlined in this collective agreement on a pro rata basis with the exception of the Health and Welfare plan.

- a) Regular part-time employees may register for casual work in writing specifying days of availability and shall be called in order of seniority. Hours worked by the regular part-time employees under this provision shall be credited to the employee in accumulation of benefits.
- b) The Employer is obliged to call regular part-time employees on days which they are not scheduled to work, provided that no overtime is required and provided the employee receives a minimum of thirty-two (32) consecutive hours off duty each week.

3.03 Casual Employees

A casual employee is one who is employed for relief purposes or for temporary increased workload situations which are not scheduled on a regular basis.

- a) 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 (1) 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) education leave relief;
- 8) such other leave relief as is provided by the Collective Agreement.

- b) 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 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 Article 17 - Job Postings of the Collective Agreement.

- c) Except for regular employees who transfer to casual status, 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.

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 12.03.

Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.03

- d) Casual employees shall have to be available to accept assignments reasonably often to retain their status.
- e) Casual employees shall indicate to the Employer their times and days of availability for assignment, pursuant to subsection (a) preceding.
- f) The Employer shall maintain a casual seniority list.

- g) The Employer shall call by telephone those casual employees who are registered in any one (1) classification, calling the most senior employee first. Only one (1) phone call need be made to a qualifying employee. The Employer shall then call the next qualifying employee on the seniority list.
- h) All calls shall be recorded and show the time of the vacancy, the area of the vacancy, the name of the employee called, the time of the call, employee acceptance or refusal of the assignment, failure of the employee to answer the phone, and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the Employer's telephone records and be entitled to make a photocopy of same at a mutually agreeable time.
- i) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- j) Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- k) A casual employee is deemed to have abandoned his/her employment if he/she refuses three (3) or more consecutive offers of casual work assignments during the times that the casual employee previously declared themselves to be available for.

Refusal to accept casual assignments due to work elsewhere does not constitute a refusal for the purpose of this article.

ARTICLE 4 - UNION SECURITY

- 4.01** The Employer, during the life of this Agreement as a condition of employment, shall deduct monthly from each employee in the bargaining unit, a sum equal to Union dues as certified by the Union, and remit such sum within forty-five (45) days along with a list of employees who have been terminated in the proceeding month and a list of the employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted

for each employee in the proceeding month and a list of the employees who have completed their probationary period in the proceeding month.

- 4.02** All employees within the Bargaining Unit on the date of signing of the Agreement must become members of the Union in good standing in accordance with its Constitution and By-laws and, as a condition of employment, maintain their membership in the Union for the duration of the Agreement.
- 4.03** All new employees shall, within seven (7) days of commencement of employment, become members of the Union and maintain their membership in the Union for the duration of the Agreement. The Employer agrees to sign into the Union all such employees.
- 4.04** The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which shall record the amount of all deductions paid to the Union by employees during the taxation year. The receipts shall be mailed or delivered to employees prior to March 1 of the year following each taxation year.
- 4.05** Twice every calendar year, the Employer shall provide to the Secretary-Business Manager of the Union, a list of all employees in the Bargaining Unit, their job titles, and addresses known to the Employer. Initiation shall be six (6) months following the signing of the Collective Agreement.

At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired within the previous thirty (30) days. [Such meetings shall not exceed twenty (20) minutes in duration.]

The Employer shall schedule a meeting for this purpose any day between Monday and Friday and between 0900 and 1700 hours, and will not deduct wages or benefits from those employees in attendance.

New employees shall receive wages while attending such meetings, but wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

4.06 Notice of Union Representative Visits

The Union shall provide reasonable notice to the Employer when the Senior Union Official or his/her designated representative intends to

visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

Visits will be scheduled at a mutually agreed time with consideration for operational requirements .

ARTICLE 5 - NO STRIKES OR LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union agrees that it is the exclusive function of the Employer to perform the usual functions of management, including, but not so as to restrict the generality, of the foregoing:

- a) conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency;
- b) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

6.02 It is agreed that the functions set forth in Article 6.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

6.03 Notwithstanding anything to the contrary within this Agreement, a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.

6.04 Volunteers

The Union recognizes that the Employer is an organization which involves the participation of volunteers in order to properly and successfully accomplish its objectives.

The Union agrees that the Agreement shall in no way interfere with the role of volunteers.

The Employer agrees that the use of volunteers shall not result in the reduction of hours or a layoff of a member of the Bargaining Unit. In addition, volunteers shall not be utilized to perform work previously performed by employees who have been laid off or who have had their hours reduced.

It is further agreed that the utilization of volunteers, as of the date of signing of this Agreement, is consistent with the above.

ARTICLE 7 - SHOP STEWARDS

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

- a) 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) Stewards to a maximum number of fifteen (15) Stewards.
- b) The Administrator is to be kept advised of all Shop Steward appointments.
- c) One (1) Shop Steward or Union Committee member will be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- d) 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 (1) department shall be given leave of absence to transact Union business at any one time.

ARTICLE 8 - NO DISCRIMINATION OR HARASSMENT

8.01 No Discrimination

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia.

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.

The Union and the Employer agree that employees are entitled to work in an environment which is free from harassment including sexual harassment by employees including management employees and the Employer agrees to take appropriate action where such harassment is found to exist.

8.02 Complaints Investigation

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia may refer the complaint to either one 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 Ms. G. Brodsky, Ms. H. Jansen or Ms. J. Henderson (Complaints Investigators); or
- b) where the complaint pertains to the conduct of a person not in the HEU Bargaining Unit, it shall be referred to Ms. J. McEwen or Ms. P. Janzen (Complaints Investigators).

When a complaint is received under either a) or b) above, the appropriate Complaints Investigator shall, pursuant to Section 1.03 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.

8.03 Conduct of Grievance Procedure

a) Union Representation

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

b) 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 wishes to discuss the grievance with that employee, the employee and Shop Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

8.04 Suspension

When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The suspension may form the basis of a grievance to be processed in accordance with the grievance procedure.

8.05 Personnel File

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, 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 (or a designated representative), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file.

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

ARTICLE 9 - DISCUSSION OF DIFFERENCES

9.01 Union Committee

The Union shall appoint and maintain a committee comprising of two (2) persons plus alternates who are employees of the Employer, and 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.

9.02 Union/Management Meetings

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Employer for the purpose of discussing and, if possible, resolving any grievance or dispute arising between the Employer and the employee concerned.

Grievances of a general nature may be initiated by the Union at Step Two (2) of the grievance procedure.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 "Grievance" means any difference or dispute concerning the interpretation, application, administration, or alleged violation of the Collective Agreement between the Employer and any employee or employees bound by this Collective Agreement.

10.02 Grievances shall be processed in the following manner:

Step One (1)

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the General Manager or his/her designate within twenty-one (21) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

Step Two (2)

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the General Manager or his/her designate by a Shop Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the General Manager or his/her designate shall give his/her written reply. If the grievance is not settled at this step, then;

Step Three (3)

The Shop Steward, Secretary-Business Manager or his/her designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another 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 Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 10 within thirty (30) days.

The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

10.03 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 (3) of the grievance procedure.

10.04 Right to Grieve Disciplinary Action

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

10.05 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 (1) 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.

10.06 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; Dalton L. Larson; D.R. Munroe, Q.C.; V.L. Ready; L. Lebeck; S. Moore; W. Rilkoff; B. Bluman 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 that 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 of the Province of British Columbia to appoint such person.

10.07 Expedited Arbitration

- (1) The Union may refer a grievance to an expedited arbitration. The parties will meet to review the expedited arbitration process and scheduling of hearing dates.
- (2) The grievances 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 be mutually agreed to by the parties.
- (4) As the process is intended to be non-legal, lawyers may 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.
- (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 the 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 mutually agreed to by both parties. Should the parties fail to agree on an arbitrator either party may request the Minister of Labour to make such appointment. In this regard the parties agreed to make every effort to appoint an arbitrator who is available to hear and determine the matter within two (2) months of the referral to arbitration.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (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 it is not dealt with under this Section shall be referred immediately to Section 8.01(b) for resolution.

ARTICLE 11 - ARBITRATION

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and by the Employer.

11.01 Any grievance not settled as herein before stated shall be placed before an Arbitration Board, composed of an appointee from the Union and an appointee from Arbutus Manor. The two (2) members so appointed shall select a third (3rd) member who shall be the Chairperson selected from the following list:

1. D.R. Munroe, Q.C.
2. Joan Gordon
3. S.F.D. Kelleher
4. J. Korbin
5. H. Laing
6. H.A. Hope, Q.C.
7. M. Jackson, Q.C.
8. V. Ready
9. R. Germaine
10. C. Bruce
11. J. McEwen
12. S. Moore

The award of the Arbitration Board shall be final and binding upon both parties. Any disagreement with the meaning of an award shall be clarified by the Chairman of the Arbitration Board.

The time limits fixed by this procedure may be extended by consent of the parties to this Agreement. Each party shall pay the costs of the arbitrator it appoints, one-half (2) of the costs of the Chairperson and one-half (2) of the costs of any expense of the Arbitration Board for clerical work, supplies, and rents, etc.

11.02 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to this contract, it is found that an employee has been unjustly laid off, suspended, or discharged, that employee shall be reinstated by the Employer without loss of pay, with all his/her rights, benefits, and privileges which he/she would have enjoyed if the layoff, suspension, or discharge had not taken place.

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 Arbitration Board may order that this reinstatement be without loss of pay, and with all rights, benefits, and privileges which would have been enjoyed if the layoff, suspension, or discharge had not taken place. Provided, however, that it is shown to the Arbitration Board that the employee has been in receipt of wages during the

period between layoff, 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.

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

11.04 Single Arbitrator

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three (3), such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

Also, in addition to the above paragraph, as an alternative procedure to Article 10.01, the parties of this Agreement may, if it is mutually agreed to do so, agree upon a single arbitrator as a means of settling disputes.

The party desiring arbitration under this Article will notify the other party in writing. In the event one of the parties declines the procedure, regular arbitration procedures under Article 10.01 will prevail.

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 in 10.01 above.

The Arbitrator shall schedule a hearing within fifteen (15) calendar days of his/her appointment.

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

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

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

The Arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 10.01 with the exception of the time period the Arbitrator has to issue a decision.

Each party shall pay their own costs and expenses of the arbitration, one-half (1-2) of the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 12 - SENIORITY

12.01 Seniority shall be established following three (3) calendar months continuous employment in the Bargaining Unit as a probationary employee.

If an employee is retained as a regular employee in the position for which he/she was first engaged, then for the purpose of determining seniority of the employee, the initial date of employment shall be considered to be the anniversary date of the employee.

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.

12.02 Seniority shall continue to accumulate while an employee is on W.C.B. wage-loss benefits for an injury which occurred while the employee was working for the Employer.

12.03 Probationary Period

a) For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. 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.

b) 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.

c) The probationary period may be extended by mutual agreement between the Employer and the Union.

12.04 The Employer agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions and in re-hiring. In cases of promotion, demotion, or permanent transfers of employees, the skill, merit, efficiency, and physical ability of the employees shall be considered. Where these things are equal, seniority shall be the determining factor.

12.05 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, efficiency, required qualifications, including initiative, and seniority shall be the determining factors.

12.06 Qualifying Period

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

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

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

12.07 Temporary Promotion, Transfer, or Demotion

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

ARTICLE 13 - SENIORITY LISTS

13.01 The Employer shall supply the Union with a seniority list by department in January and July of each year, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular day-time hours.

ARTICLE 14 - LOSS OF SENIORITY

14.01 Seniority status, once acquired will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for cause;
- c) Layoff in excess of twelve (12) months;
- d) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the employee according to the records of the Employer, or failure in fact to return to work within a further five (5) days of such signification. An employee who so fails shall forfeit his/her claim to re-employment; or
- e) Absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Employer for an absence for three (3) working days or more.

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.01 Notice of New Positions

In the event the Employer shall establish a new position, the classification and wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union; unless written notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered as agreed to.

15.02 Notice of Changed Positions

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

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered as agreed to.

ARTICLE 16 - JOB DESCRIPTIONS

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

ARTICLE 17 - TRANSFERS, STAFF REDUCTIONS, AND TERMINATIONS

- 17.01** If the regular employee is transferred or re-classified other than on a temporary basis to a higher job group, he/she shall receive not less than the rate that he/she was receiving at the time of the transfer or the rate of job into which he/she is being transferred, whichever is the higher.
- 17.02** If a regular employee is temporarily transferred to a higher rated job group for one (1) full shift or more, he/she shall receive the rate for the new job group for the time so transferred.
- 17.03** Assignment of an employee to a lower rated classification shall be avoided but may occur due to a reduction of staff, inability to perform his/her previous job due to sickness or accident, or at the wish of the employee under permanent transfer, or for any other reason as determined by the Employer acting within the scope of this Agreement.
- 17.04** When changes take place through demotion or staff reductions involving less than three (3) employees, the Shop Steward will be promptly notified. Notice of any staff reductions involving more than three (3) employees will be given beforehand to the Shop Steward.
- 17.05** **Reduction in Work Force**
1. 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.
 2. The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:
 - (a) less than five (5) years= seniority - thirty-one (31) calendar days;
 - (b) five (5) or more years= seniority - one (1) additional week for each additional year of employment to a maximum of eight (8) weeks notice.
 3. Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from an act of God, fire or flood.

4. Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks= notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 16.04 of this Agreement.
5. 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.
6. An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer=s only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee=s right to recall.

17.06 Employees with five (5) years or more continuous years of service shall receive one (1) week's pay for every year of employment, upon terminating their services with the Employer.

Payment of accrued severance pay to be put into individual RRSPs with the Royal Trust Company. The employee will be able to select the type of RRSP best suited to his/her needs. Money in the account will not be available to the employee until terminating his/her services with the Employer, but will continue to build while employed by annual contributions from the Employer and interest earned. The employee will be able (though not required) to add to the fund with his/her own contributions.

ARTICLE 18 - JOB POSTING

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 wage rate,

a summary of the job description, the required qualifications, the hours of work including days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.

- b) In the posting of a vacancy or new job, the hours of work including days off and work area may be subject to change consistent with operational requirements and the provisions of the Collective Agreement, provided that the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory, or in bad faith.
- c) If the vacancy, or new job has a duration of less than one (1) calendar month, qualified employees who have indicated their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 11.05: Promotion, Transfer, Demotion, Release. If the application of the paragraph requires the Employer to pay overtime to the employee pursuant to Article 26 - Overtime 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, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraph (a) above.
- f) An employee who has been appointed to a posted temporary assignment must complete that assignment before being considered eligible for any other temporary assignment.
- g) Temporary postings of six (6) months or less shall only be offered to employees who are available for the entire duration of the appointment.

Regular employees are eligible to be considered for appointments to temporary job postings to a maximum of twice per year.

- h) The Employer shall, within three (3) calendar days of the successful candidate being notified, 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.
- i) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- j) One (1) copy of all postings shall be sent to the Secretary-Business Manager of the Union within the aforementioned seven (7) calendar days.

ARTICLE 19 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

19.01 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.

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.

19.02 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.

19.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 19.02.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one (1) month to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

19.04 Bumping

It is agreed that instances where a job is eliminated, or significantly changed the following shall apply:

- a) Employees shall be laid off in reverse order of seniority.
- b) A laid off employee may bump a less senior employee provided the employee possesses the ability to perform the duties of the job of the less senior employee. Bumping rights must be exercised within thirty-one (31) days of notification of lay-off by providing written notice to the Employer.
- c) Employees on lay-off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

19.05 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 Articles 17, 18, and 19.

ARTICLE 20 - BULLETIN BOARDS

- 20.01** The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the Bargaining Unit of the activities of the Union.

It is the responsibility of the employees to keep themselves aware of all Union matters that may concern them.

20.02 Badges and Insignia

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

20.03 Union Advised of Changes

The senior Union official shall be informed in writing prior to the implementation of any changes made by the Employer which shall affect the terms of this Agreement.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Unpaid Leave

A regular employee may be granted a leave of absence without pay for a period of time not to exceed three (3) months for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of Arbutus Manor.

Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave.

21.02 Unpaid Leave Affecting Seniority and Benefits

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

Unpaid leaves of absence totalling more than twenty (20) working days shall result in loss of further benefit entitlement for the balance of the leave taken. For purposes of this Article, an employee granted unpaid leave of absence totalling more than twenty (20) working days and employees in receipt of W.C.B. time loss benefits shall continue to accumulate seniority and continue to qualify for payment of health insurance plan premiums by the Employer. For purposes of this Article, an employee in receipt of L.T.D. benefits shall be deemed to be on unpaid leave of absence.

21.03 Unpaid Leave - Union Business

Unpaid leave of absence shall be granted to designated Union members to transact Union business, including conventions, conferences, negotiations, etc., unless this would unduly interrupt Arbutus Manor work, provided, that these designated members shall be paid by the Employer for time lost in attending meetings during work hours whenever their attendance is required by the Employer. The Union shall give reasonable notice to minimize disruption of staff. Seniority and benefits shall accumulate during such leaves.

An employee may be granted leave of absence without pay to attend Union business on a full-time basis, for specific or indefinite periods, and such employees shall retain all the rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave of absence and shall apply to such provisions as annual vacations, increments, and promotions

21.04 Unpaid leave of absence due to extended illness shall not be deducted from length of service in the calculation of seniority.

ARTICLE 22 - PARENTAL LEAVE

22.01 Maternity Leave

The Employer shall grant Maternity Leave without pay or loss of seniority in accordance with the provisions of the Employment Standards Act.

1) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

1.1) A request under subsection (1) must:

- a) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and
- b) be accompanied by a certificate of a medical practitioner stating that the employee is pregnant

and estimating the probable date of birth of the child.

- 2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- 3) A request for a shorter period under subsection (2) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- 4) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- 5) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

22.02 Parental Leave

- 1) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (3).
- 2) A request under subsection (1) must:
 - a) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - b) be accompanied by:

- i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided;
 - ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- 3) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing,
 - a) in the case of a natural mother, immediately following the end of the maternity leave taken under 20.01 unless the Employer and employee agree otherwise,
 - b) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, and
 - c) in the case of an adopting mother or father, following the adoption of the child within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- 4)
 - a) if the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into actual care and custody of the mother or father, and
 - b) if it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,

the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (3).

22.03 Combined Maternity and Parental Leave

Notwithstanding sections above, an employee's combined entitlement to a leave of absence from work under this part shall not exceed a total of thirty-two (32) weeks.

22.04 Employer May Require Employee to Take Leave

An Employer may require an employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

ARTICLE 23 - COMPASSIONATE LEAVE

23.01 Compassionate leave of absence of four (4) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

ARTICLE 24 - JURY DUTY

24.01 If an employee is required to serve as a juror in any court of law, he/she shall not lose any pay because of such service, provided that the amount paid to him/her for such service is promptly repaid by him/her to the Employer. The employee must present proof of service and shall notify his/her supervisor immediately upon his/her receipt of notification that he/she will be required to attend court as a juror.

24.02 The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 25 - EDUCATIONAL LEAVE

25.01 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.

25.02 After three (3) years continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of retirement home services 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 request, providing that replacements to ensure the proper operation of the department can be found;
- c) Notices granting such requests shall be given to the employee in writing;
- d) The parties recognize the value of in-service and of encouraging employees to participate in in-service;
- e) Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

ARTICLE 26 - SPECIAL LEAVE

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

- a) To attend a formal hearing to become a Canadian citizen - one (1) day.
- b) Paternity Leave - one (1) day.
- c) For sudden serious illness of a spouse or child residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and

provided that the employee has made every effort to provide alternative care - up to two (2) days.

- d) Marriage leave of the employee - three (3) days.

ARTICLE 27 - HOURS OF WORK

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

27.02 The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 7.5 hours per day, and 37.5 hours per week or mutually agreed equivalent agreed to by the Employer and the Union.

27.03 Employees will not be required to work more than six (6) consecutive shifts, or their normal work week, without receiving a minimum of two (2) consecutive days off duty, unless otherwise agreed to by the Employer and the Union.

- 27.04**
- a) The Employer will 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.
 - b) There will be a minimum of fifteen (15) consecutive hours for full-time employees and ten (10) consecutive hours for part-time employees off duty between work shifts.
 - c) When it is not possible to schedule fifteen (15) consecutive hours for full-time and ten (10) consecutive hours for part-time off duty between work shifts, all hours by which such changeover falls short of the fifteen (15) consecutive hours for full-time and ten (10) consecutive hours for part-time off duty shall be paid at overtime rates in accordance with Article 28 of this Agreement.
 - d) If a written request for a change of scheduled shift is made by an employee which would not allow fifteen (15) consecutive hours for full-time and ten (10) consecutive hours for part-time off duty between work shifts and such request is granted, then the application of paragraphs (b) and (c) of this Article shall be waived for all employees affected by the granting of such a request provided they are in agreement.
 - e) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days advance

notice, such employee shall be paid overtime rates for the first shift worked in accordance with Article 28 - Overtime.

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

27.05 No split shifts will be worked.

27.06 The Employer will eliminate, as far as possible, all part-time workers.

ARTICLE 28 - OVERTIME

- a) Authorized work performed in excess of regularly scheduled work hours on a daily or bi-weekly basis as above, will be counted as overtime work and will be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay *for the first three (3) hours of overtime on a scheduled work day and double time thereafter*. No overtime shall be paid to an employee who works in excess of his/her regularly scheduled work hours in a bi-weekly period as a result of an exchange of shift for reasons of personal convenience.
- b) 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 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.
- c) 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 workdays, shall be paid at the rate of straight time for the days so worked up to and including an average of thirty-seven and one-half (37-1/2) hours per week. Overtime rates shall apply to hours worked in excess of an average of thirty-seven and one-half (37-1/2) hours per week.

ARTICLE 29 - SHIFT EXCHANGE

In the event of unusual or unique circumstances, an employee may exchange shifts with another employee in the same job category, subject to the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice, in writing, is given, and there is

no increase in cost to the Employer. This provision is not intended to be used for extensive or on-going shift exchanges between employees.

ARTICLE 30 - WAGES

Wages shall be in accordance with Schedule "A" attached to and made part of this Agreement.

ARTICLE 31 - REST AND MEAL PERIODS

- a) All employees working a seven and one-half (7-1/2) hour shift shall receive a fifteen (15) minute paid rest period in each half (2) of the shift.
- b) All employees working less than a full seven and one-half (7-1/2) hour shift but a minimum of four (4) hour shift, will receive one fifteen (15) minute paid rest period.
- c) All employees working more than a five (5) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the work day.
- d) An employee is entitled to take his/her meal break away from the work station. Where this cannot be done, he/she shall be compensated for the break at the straight time rate.
- e) The actual time of the meal break may be varied by mutual agreement at the Local level.

ARTICLE 32 - UNIFORMS

Arbutus Manor shall supply and maintain uniforms for employees who are required to wear same. Employees must return to Arbutus Manor uniforms and other Arbutus Manor property in their possession at the time of termination of employment. Arbutus Manor will take such action as required to recover the value of articles which are not returned.

ARTICLE 33 - MINIMUM REPORTING ALLOWANCE

If an employee reports for work at the regularly scheduled time for shift as set out in the posted schedule, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate.

ARTICLE 34 - CALL-BACK PAY

When employees are called back to work after leaving the Employer's premises, upon completion of their shift, such employees will receive a minimum of two (2) hours pay at straight time rates or actual hours worked at the overtime rate, whichever is greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

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

ARTICLE 35 - SUB-CONTRACT WORK

Work within the Bargaining Unit shall be performed by those persons coming within the Bargaining Unit who are members of the appropriate Union as prescribed herein, or who are eligible to become members.

However, it is agreed that the Employer may contract out repairs, maintenance, and capital work so long as this action does not result in the loss of employment of any employee.

ARTICLE 36 - PAY DAY

Employees shall be paid by cheque every second (2nd) 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 list of all adjustments including overtime and promotions 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 shall receive their pay cheques on the day immediately prior to pay day.

- d) Employees on night shift shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- e) Employees whose days off coincide with pay day shall be paid, as far as practical, on his/her last working day preceding the pay day, provided the cheque is available at his/her place of work.

ARTICLE 37 - STATUTORY HOLIDAYS

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

- ! New Year's Day
- ! Good Friday
- ! Easter Monday
- ! Victoria Day
- ! Canada Day
- ! B.C. Day
- ! Labour Day
- ! Thanksgiving Day
- ! Remembrance Day
- ! Christmas Day
- ! Boxing Day

An employee who is required to work on any of the above mentioned holidays shall receive double and one-half (2-1/2) times his or her regular rate of pay for all hours worked on that day or, if by mutual agreement between the employee and the Employer, the employee shall receive one and one-half (1-1/2) times his or her regular rate of pay for all hours worked on that day and shall have that day rescheduled, with pay, on a mutually agreeable date.

Casual employees will receive four and two-tenths percent (4.2%) of straight time pay in each pay period in lieu of statutory holiday pay. If an employee works on a statutory holiday he/she will receive time and one-half (1-1/2).

ARTICLE 38 - VACATIONS

- 38.01** a) Each regular full-time employee covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

After 1 year	3 weeks at 6 percent
After 5 years	4 weeks at 8 percent
After 12 years	5 weeks at 10 percent

After fourteen (14) years service an employee shall receive an additional 7.5 hours vacation per year up to a maximum of six (6) weeks total vacation.

- b) Casual employees will be entitled to vacation pay on a proportionate basis.

38.02 Vacation time will be allotted as mutually arranged between the individual employee and the Employer. The Employer will consider the wishes of the employees in order of the employees' seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Employer's business. All vacations must be taken by December 31st of the qualifying year.

38.03 Vacations Non-Accumulative

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

38.04 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 38.01 of this Article.

Reinstatement of Vacation Days - Sick Leave

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

Call Back from Vacation

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 the applicable rate of pay for all hours worked and shall have the vacation period so

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

38.05 Vacation Scheduling

- a) The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer. The Employer shall not deny any requested vacation period unreasonably.
- b) Annual vacation may, upon the request of the employee, be divided into not more than four (4) periods. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period but only after all other "first" and "second" vacation periods have been posted.

Vacations may be scheduled throughout the year subject to operational requirements.

ARTICLE 39 - SICK LEAVE

39.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full-time employees on the following basis providing sick leave credits are available:

- a) After completion of one (1) month's employment, employees shall be granted such leave credits for illness from date of employment. Such credits shall be granted on the basis of one and one-half (1-1/2) days per month of service and shall be accumulative to a maximum of one hundred (100) days.
- b) The right to sick pay shall cease upon notice of termination of employment.
- c) An employee absent for three (3) days or more shall be required to produce a medical certificate for any illness.
- d) Any employee absenting himself/herself on account of personal illness must notify the Employer on the first day of illness before the time he or she would normally report for duty.

- e) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.
- f) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- g) Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.
- h) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from accumulated sick leave credits.
- i) 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.

- j) 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 seven (7) work days from such an employee explaining his/her conditions, he/she shall be removed from the payroll.
- k) 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.
- l) **Cash Payout of Unused Sick Leave Credits**

Upon retirement or voluntary leave from the work force, regular employees, who are age fifty-five (55) or older with ten (10) years or more continuous years of service, shall be paid in cash an amount equivalent of forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

m) **Workers' Compensation Leave**

- i) A regular employee shall be granted Workers' Compensation Leave; with pay in the event that the Workers' Compensation Board accepts his/her claim for wage loss benefits for an injury which occurred while working for the Employer. This Article does not apply when the employee is receiving any W.C.B. allowance or pension other than wage loss benefits.
- ii) The employee shall pay to the Employer any amount received for loss of wages in the settlement of any claim.
- iii) While a regular employee is in receipt of W.C.B. wage loss benefits all benefits of the Agreement will continue to accrue. However, an employee off work and in receipt of W.C.B. wage loss benefits shall receive wages and benefits equalling but not to exceed their normal net entitlement had they not suffered a compensable injury.
- iv) When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, the employee's sick leave bank shall be restored to the level it was at prior to the W.C.B. absence.

ARTICLE 40 - MEDICAL BENEFITS

Regular employees who work in excess of fifteen (15) hours per week are entitled to coverage under the Employer's health and welfare benefits as follows:

40.01 Medical Plan

Following the completion of the probationary period, eligible regular employees and dependents, provided such employees are not otherwise covered, shall be covered by the B.C. Medical Services Plan or a carrier approved by the British Columbia Medical Services

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

40.02 Dental Plan

Following the completion of the probationary period, eligible regular employees and their eligible dependents, provided they are not involved in another plan, shall be provided with a Dental Plan covering one hundred percent (100%) of the cost of the basic plan (Plan A) and sixty percent (60%) of the cost of the Extended Plan (Plan B). The Employer shall pay one hundred percent (100%) of the premium cost for the Dental Plan.

40.03 Extended Health Care Plan

Following completion of the probationary period, eligible regular employees and their dependents shall be provided with an extended health care plan, provided that they are not enrolled in another comparable plan. The plan shall include the "standard" features plus additional financial limits. The Employer shall pay one hundred percent (100%) of the premium.

The allowance for vision care will be \$225.00 for every twenty-four (24) months per eligible employee and eligible dependant.

40.04 Group Life Insurance

The Employer shall provide a mutually acceptable group life insurance plan.

The plan shall provide \$50,000 insurance coverage for post-probationary employees.

The plan shall include provision for employees to continue the payment of premiums after retirement or termination.

The plan shall also include coverage for accidental death and dismemberment.

The plan shall be as provided in the Addendum - Group Life and Long-term Disability Insurance Plans.

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

ARTICLE 41 - OCCUPATIONAL HEALTH AND SAFETY

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 Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

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.

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. 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 pursuant to Articles 9 and 10.

Aggressive Residents

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

ARTICLE 42 - RETROACTIVITY

Employees who have severed employment shall be paid full retroactivity of the general increases in salary to the date of severance. The Employer will make every effort to make such retroactive payments within sixty (60) calendar days of the date of signing this Agreement.

ARTICLE 43 - COMMON-LAW SPOUSE

Common-law spouse is defined as two (2) people who have co-habitated as spousal partners for a period of not less than two (2) years.

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

- ! Compassionate Leave;
- ! Special Leave;
- ! Medical Plan;
- ! Dental Plan; and,
- ! Extended Health Care Plan.

ARTICLE 44 - RENEWAL

44.01 This Agreement shall be in effect from October 1, 2002 and shall continue in effect until September 30, 2003, and shall continue automatically from year to year thereafter unless either party notifies the other in writing within the four (4) month period prior to the expiration date, that it desires to amend or terminate this Agreement.

44.02 It is mutually agreed that the operation of subsection (2) of Section 66 of the Industrial Relations Act is specifically excluded from operation in this Agreement.

ARTICLE 45 - WAGE INCREASES

- a) All classifications will receive a wage increase of two percent (2%) retroactive to October 1, 2000.
- b) All classifications will receive a wage increase of three percent (3%) effective October 1, 2001.
- c) All classifications will receive a wage increase of two percent (2%) effective October 1, 2002.

ARTICLE 46 – SHIFT PREMIUMS

- 1. Effective October 1, 2002, employees working the evening shift shall be paid a shift differential of thirty (30) cents per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of fifty cents (50¢) per hour for the entire shift worked.
- 2. Evening shift will be defined as any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 12:00 midnight (2400 hours) and night shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours).

IN WITNESS WHEREOF Arbutus Manor has hereunto executed this Agreement by its officers duly authorized in that behalf and in the Hospital Employees= Union has hereunto executed this Agreement by its officers duly authorized in that behalf.

SIGNED ON BEHALF OF UNION

SIGNED ON BEHALF OF EMPLOYER

Chris J. Allnutt
Secretary-Business Manager

Elaine Varney, General Manager
Amica at Arbutus Manor

Anne Burger
Bargaining Spokesperson

Shannon Campbell, Director of
Social Events/Community Relations
Amica at Arbutus Manor

Kamla Ramkhelawan
Bargaining Committee Member

Carol Brown
Vice-President, Human Resources
and Community Operations

Bargaining Committee Member

Date Signed

Date Signed

WAGES RATES
AMICA AT ARBUTUS MANOR
HOSPITAL EMPLOYEES' UNION

CLASSIFICATION	October 1, 2000 Hourly	October 1, 2001 Hourly	October 1, 2002 Hourly
Receptionist	\$15.10	\$15.55	\$15.87
Housekeeper			
Waitress			
Kitchen Aide			
Dishwasher			
Busser			
Activity Aide			
Laundry Aide	\$15.30	\$15.76	\$16.08
Driver	\$15.39	\$15.85	\$16.17
Building Attendant	\$15.83	\$16.31	\$16.64
Cook	\$18.25	\$18.80	\$19.18
Maintenance	\$18.51	\$19.07	\$19.45

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