

**COLLECTIVE AGREEMENT**

**between**

**HOSPITAL EMPLOYEES' UNION**

**and**

**CERTAIN EMPLOYERS REPRESENTED**

**by the**

**COMMUNITY SOCIAL SERVICES EMPLOYERS'  
ASSOCIATION OF BC (CSSEA)**

**for the period**

**April 1, 1998 to March 31, 2003**

**ERRORS AND OMISSIONS EXCEPTED**

## **HOSPITAL EMPLOYEES' UNION**

Chris Allnutt, Secretary-Business Manager

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## DEFINITIONS

For the purpose of this Agreement:

1. "Employer" means:  
Becon Support Services Ltd. (formerly Connell Services Ltd. and Cornerstone Community Services Society)  
Bellis Support Services  
Coastal Mountain Child and Youth Services  
Community Connections Enterprises (Lands End Home)  
Cranbrook Society for Community Living  
Crossover Enterprises  
Crossroads Human Services Ltd.  
Go Green Workshop Centre  
Greg Allen's Circle of Life Society  
Independent Living Housing Society  
J. Garnons Williams Ltd.  
Kardel Consulting Services Inc.  
KDJ Alliances Holdings Ltd.  
Namaste Transition to Community Society  
Pamela's Home Society  
Peers Support Services  
Roderick St. Jacques Society  
Salt Spring Island Community Services Society  
South Island Community Living Services Ltd.  
Vancouver Island Autistic Homes Society  
Victoria Community Resources Society  
Western Human Resources Corp. (Vancouver)  
Western Human Resources Corp. (Victoria)  
Yoo's Holdings Ltd.
2. "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union."
3. "Bargaining unit" is the unit comprising all employees of the Employer described in the Certification issued, except those employees in positions mutually agreed to by the Parties.
4. "Common-law spouse" is defined as two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

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

|                  |                           |
|------------------|---------------------------|
| Article 7.06     | Compassionate Leave       |
| Article 7.07     | Special Leave             |
| Article 11.09(a) | Medical Plan              |
| Article 11.09(b) | Dental Plan               |
| Article 11.09(c) | Extended Health Care Plan |

## **PREAMBLE**

WHEREAS it is the common purpose of the Parties to recognise and respect the worksite as the client's home or a place to meet the needs of the clients and community;

AND WHEREAS the right of the clients to uninterrupted, skilful and efficient service in order to preserve their privacy, dignity, respect and rights 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;

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, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and/or 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:

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### ***1.01 Sole Bargaining Agency***

The Employer recognises 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.

### ***1.02 Union Shop***

Employees in the Bargaining unit who were employed by the Employer and were not members of the Union prior to date of certification by the Union, shall have the option of:

- (a) applying for membership in the Union, which membership they shall maintain,
- (b) not applying for membership in the Union but, as a condition of employment, shall authorise 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 1.02.

All other employees in the Bargaining unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining unit, including newly hired employees, shall become members of the Union within thirty (30) days after their initial date of employment in the Bargaining unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to 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 Article 1.02, the following provisions shall not be applicable to the employee:

Grievance Procedure - Article 4.06

Dismissal/Suspension for Alleged Cause - Article 4.07

Employer's Notice of Termination - Article 10.03

### **Definition of Employee Status**

(1) **Regular Full-time Employee**

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.

(2) **Regular Part-time Employee**

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 - Part-time Employees.

(3) **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 - Casual Employees.

(4) **Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.06 – Grievance Procedure.

### ***1.03 Union Check-off and Induction***

The Employer agrees to the monthly check-off of all Union dues, assessments, initiation fees and written assignments of amounts equal to Union dues, provided there are sufficient wages owing an employee to cover the deductions.

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

The Employer shall 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. Such list shall be forwarded along with the deductions as above.

The Employer agrees to sign into the Union all new employees whose jobs are in the Bargaining unit in accordance with the provisions of Article 1.02 – Union Shop.

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 1st of the year following each taxation year.

Twice every calendar year, the Employer shall provide to both an employee designated by the Union and the Secretary-Business Manager of the Union (in care of the applicable Hospital Employees' Union Regional Office) a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers. Implementation shall be six (6) months following the signing of the Collective Agreement.

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and securities of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

### ***1.04 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 twenty-five (25) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) to a maximum of twenty (20).

Where a site is isolated geographically the Union may appoint an additional Shop Steward at that site.

- (2) The Employer is to be kept advised of all Shop Steward appointments in writing.
- (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 a Shop Steward or Union Committee member would unduly interfere with the proper operation of the site, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

### ***1.05 No Discrimination***

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia, as amended.

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 sexual harassment and such other types of harassment as are prohibited by the Human Rights Code, by employees, including management employees.

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

### **Complaints Investigation**

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia will refer the complaint to the Associate Chair (Mediation) of the Labour Relations Board, who will be requested to appoint an officer of the same sex (upon the complainant's request) to:

- (1) investigate the complaint;
- (2) determine the nature of the complaint and
- (3) make written recommendations to resolve the complaint.

The Associate Chair shall appoint an officer to investigate the complaint as soon as possible.

If the Board advises that it will not appoint an officer to investigate the complaint within seven (7) days, then the Parties will meet immediately to discuss alternatives. If no alternatives are mutually agreed to, then the complaint will be dealt with as follows:

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia will 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 Hanne Jensen (Complaints Investigator).
- (b) where the complaint pertains to the conduct of a person not in the HEU bargaining unit, it shall be referred to Joan McEwan (Complaints Investigator).

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

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

The Union and the Employer agree to share the cost of the Complaints Investigator.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### ***2.01 Direction of Work Force***

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.

### ***2.02 Notice of New and Changed Positions***

#### **(a) New Positions**

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection 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 to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 6.12(c).

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

#### **(b) Change in Duties**

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

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide specific reasons for the objection in writing subject to the provisions of Article 6.12(c).

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

### **ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

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 community based services field.

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

#### ***3.01 Definition of Displacement***

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

#### ***3.02 Notice of Displacement***

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

#### ***3.03 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.

The Parties shall meet within thirty (30) days of the completion of the job evaluation plan to negotiate the definition of promotion. If there is no agreement within thirty (30) days, the matter will be referred to arbitration.

Bumping rights must be exercised within ten (10) working days of notification of layoff by providing written notice to the Employer.

The Employer shall provide in writing to any affected employee a list of all employees less senior and will include those employees' job title, worksite, and seniority hours. This shall be provided to the employee with their notice of lay-off/displacement.

### **3.04 Technological Displacement**

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilising normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 6.02 and Article 6.08.

### **3.05 Job Training**

The Employer and the Union shall establish, at the request of either Party, a Joint Committee on Training, Skill Upgrading for the following purposes:

- (1) for planning training programs for those employees affected by technological change;
- (2) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those employees affected by new methods of operation;
- (4) For planning training programs in the area of general skill upgrading.

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

## **ARTICLE 4 - DISCUSSION OF DIFFERENCES**

### **4.01 Committee on Labour Relations**

The Employer shall appoint and maintain a committee to be called the "Committee on Labour Relations", one (1) 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.

### **4.02 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. There shall not be more than three (3) employees



as members of the Committee on paid leave, in accordance with Article 7.04 (e) at any one (1) time. One employee from this committee shall be identified in writing as the "Employee designated by the Union" for purposes of Articles 1.03, 6.08, 6.12, and 6.13, and Casual Addendum section 11 (3).

#### **4.03 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, if possible, resolving any grievance or dispute arising between the Employer and the employee concerned. However, 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 either Committee in Step (2) of the grievance procedure.

#### **4.04 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.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 4.04.

#### **4.05 Conduct of Grievance Procedure**

##### **(a) Union Representation**

No Shop Steward, Union Committee member, or employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Employee/Shop Steward or Union Committee member discussions shall take place where client 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.

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

##### **(c) Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitration board for such time as his/her attendance is reasonably required, provided the dispute involves the Employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

(d) **Arbitration Board Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an arbitration board, provided the dispute involves the Employer. Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing shall be granted that shift off without loss of pay. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing shall be granted that shift off without loss of pay.

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

(f) **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 (1) 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.

(g) **Notice of Union Representative Visits**

The Union shall inform the Employer with as much notice as possible when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the site.

(h) **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, at the worksite, 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 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.

#### **4.06 *Grievance Procedure***

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

1. The individual employee, with or without his/her Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor or alternate within seven (7) calendar days of the occurrence of the grievance. Should a settlement not be agreed upon at this step, then:
2. The grievance shall be reduced to writing, signed by the employee and the Shop Steward or Union Committee member, and shall be presented to the immediate supervisor or alternate by the Shop Steward, or Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the grievance, the supervisor shall give his/her written reply. Failing a satisfactory settlement at this stage, then prior to meeting at step 3, each Party shall provide to the other a statement of facts and copies of all relevant documents.
3. The grievance shall be a matter of discussion between the Union Secretary-Business Manager or his/her representative, with or without the Union Committee and the Executive Director or his/her designated representative.
4. If at Step (2) or (3) of the above procedure more than two (2) months pass before proceeding to the next step of the grievance procedure or to arbitration, either Party may enquire, in writing, by registered letter, as to the status of such grievance. If, within fourteen (14) days of receipt of such letter, the Union has not advanced the grievance to the next step, or the Employer or the Union has not referred the grievance to arbitration, the grievance will be deemed to be abandoned.
5. Either Party to the Collective Agreement, within 45 days following completion of the grievance procedure, may refer any difference or grievance under the Collective Agreement to the Ministry of Labour Section 87 of the Labour Code. Until the process is exhausted, time limits for arbitration and Troubleshooter will be held in abeyance. If an arbitration or Troubleshooter hearing has been scheduled, use of Section 87 will not delay the scheduled hearings. The Parties may request the Officer to make recommendations or binding recommendations upon mutual request.

#### **4.07 *Dismissal/Suspension for Alleged Cause***

- (1) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union Secretary-Business Manager or his/her designated representative.

- (2) Within fourteen (14) calendar days after the date of dismissal, the Union Secretary-Business Manager or his/her designated representative shall meet with the Executive Director or his/her designated representative, to effect a resolution of the grievance. The decision of the Executive Director or his/her designated representative shall be forwarded to the Union's Secretary-Business Manager or his/her designated representative, within seven (7) calendar days of the meeting.
- (3) If within seven (7) calendar days following the meeting in (2) above there is no resolution of the said grievance, the grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 5.02.
- (4) 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 written decision within seven (7) days of the conclusion of the hearing. Such decision 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 British Columbia will commence with the issuance of written reasons of the decision.
- (5) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.03.
- (6) 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 (1) of the arbitrators listed in Article 5.02.

#### ***4.08 Reinstatement of Employees***

If, prior to the constitution of an Arbitration Board pursuant to Article 5, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid off, 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 layoff, discipline or discharge had not taken place, or upon such other basis as the Parties may agree.

#### ***4.09 Legal Picket Line***

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

#### ***4.10 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, Judy Korbin, Joan McEwan, Ken Albertini, Rod Germaine 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.

Unless mutually agreed otherwise, disputes may be referred to Industry Troubleshooter only after the completion of Step (3) 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 signed, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

#### **4.11 Expedited Arbitration**

- (1) A representative of the Employer and the Secretary-Business Manager of the Union, or his/her designate, shall meet 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 when required 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 may 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 informal, 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.
- (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 settlement 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:
- Allan Hope  
Judi Korbin  
Rod Germaine  
Joan McEwan
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5, excepting Article 5.06.
- (14) It is understood that it is not the intention of either Party to appeal a decision of an expedited arbitration.
- (15) Any suspension for alleged cause that is not dealt with under Article 4.11 shall be referred immediately to Article 4.07 for resolution.

## **ARTICLE 5 - ARBITRATION**

### ***5.01 Composition of the 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 re-negotiation 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 Relations Code of British Columbia.

One (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) 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, the Chairperson of the Arbitration Board shall be appointed on a rotating basis under the provisions of Article 5.02.

### **5.02 Panel of Arbitrators**

A list shall be maintained by the Employer/HEU from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below.

1. Judy Korbin
2. Rod Germaine
3. Joan McEwan
4. Kate Young
5. Ken Albertini
6. Allan Hope

The Parties, by mutual agreement, may amend the list of arbitrators at any time or select a single arbitrator in the place of the three person board. The rotation shall be administered on an industry basis without regard to the worksite in which the grievance originated.

### **5.03 Powers of the Board**

The decision of the said arbitrators, or any two (2) of them, as the case may be, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union and the employees concerned.

### **5.04 Reinstatement of Employees**

If the Arbitration Board finds that an employee has been improperly laid off, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and/or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, 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 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 Article, less any expenses which the employee has incurred in order to earn the wages so deducted.

### **5.05 Authority of Arbitration Board**

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

### **5.06 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.

### **5.07 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 stenographer and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

## **ARTICLE 6 - SENIORITY**

### **6.01 Calculation of Seniority, Probationary Period and Portable Benefits**

- (a) For the first (1<sup>st</sup>) 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 extensions. Regular part-time employees who work three (3) shifts or less per week shall serve a probationary period of four hundred and eighty eight (488) hours or six (6) months, whichever is less. The Employer may choose to pass an employee through the probationary period prior to this time if the Employer deems it appropriate. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- (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) Any new employee who, within three (3) months previous to being hired by the Employer, was employed by a CSSEA/HEU certified Employer shall be required to serve a probationary period in accordance with Article 6.01(a). Upon completion of the probationary period, the employee shall be credited with portable benefits as defined below, up to the maximum of the benefits available at the new Employer.

### **Portable Benefits**

- (aa) **Wages**  
Previous service in a similar position classification shall be recognised and the employee shall proceed to the increment step commensurate with his/her accumulated seniority. Credit given for such service shall carry with it the previous anniversary date.
- (bb) **Annual Vacation**  
Vacation entitlement earned during previous employment shall be credited to the employee and vacations granted shall be in accordance with such previous entitlement (Article 9.02).
- (cc) **Sick Leave**  
The employee shall be credited with any unused accumulation of sick leave from his/her previous employment, up to the maximum outlined in Article 11.03 and shall be entitled to sick leave in accordance with the provisions of Article 11.03, commensurate with his/her accumulated seniority.



### **6.02 Promotion, Transfer, Demotion**

In the promotion, transfer, and/or demotion of employees, performance in current or previous positions, required qualifications (including the ability to interact effectively with the client population) and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight.

### **6.03 Qualifying Period**

If a regular employee is promoted, voluntarily demoted or transferred to another 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 position for a period of three (3) months.

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

An employee who requests to be relieved of a promotion, voluntary demotion or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of Article 6.03.

### **6.04 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.

### **6.05 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive, in the new job, the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first (1st) day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of his/her prior job.

### **6.06 Transfers**

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure and shall retain his/her former increment anniversary date.

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

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

### **6.07 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of Article 6.07 and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

### **6.08 Reduction in Work Force**

- (1) In the event of a reduction in the work force, regular full-time and regular part-time 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.

The Employer shall give regular employees the following written notice of layoff or normal pay for that period in lieu of notice:

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

Where a program is closed and the Employer is only given 30 days' notice of its closure, then employees will be given 30 days' notice. Where a program is closed and greater notice is given to the Employer, then employees will be granted the greater notice, up to the notice periods above. In all other circumstances the above notice periods apply.

- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire or flood.
- (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, 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 (1<sup>st</sup>) on.

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

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

In the exercise of rights under Article 6.08, employees shall be permitted to exercise their rights in accordance with Article 3.03 of this Agreement.

- (4) 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 an employee designated by the Union.

#### **6.09 *Re-employment***

##### **(a) *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.

##### **(b) *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.

#### **6.10 *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.

### **6.11 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.

### **6.12 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 an employee designated by the Union and the Local Chairperson, and shall become the recognised 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: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

### **6.13 Job Postings and Applications**

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including 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 employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith. Notwithstanding the above, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled in accordance with Article 6.13 (c), where applicable.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
  - (i) the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
  - (ii) the Employer has inquired into, and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work,

days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

- (c) If a vacancy has a duration of less than sixty (60) calendar days, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable and where those clients that require consistency would not be unduly disrupted consistent with the requirements of Article 6.02. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 8.03 (a) (ii), the proposed move shall not be made.
- (d) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for, should a vacancy or new job occur during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel as outlined above.
- (f) Two (2) copies of all postings shall be sent to an employee designated by the Union within the aforementioned seven (7) calendar days.
- (g) 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 by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (h) 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 request by the Union.

#### **6.14 *Relieving in Higher and Lower-Rated Positions***

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

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

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

## ARTICLE 7 - LEAVE OF ABSENCE

### **7.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the Employer or designate and may be granted at the Employer's discretion. The employee shall give as much notice as possible, but at least seven (7) days notice to minimise disruption to clients and staff, except in cases of emergency. The Employer shall make every reasonable effort to comply with such requests provided that there is not undue disruption to those clients that require consistency (where one regular employee remains on shift, it shall not be considered a disruption). Notice of the Employer's decision shall be given in writing as soon as possible.

### **7.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service an employee may request, in writing, an extended unpaid leave of absence (over sixty [60] calendar days), giving the longest possible advance notice, whenever possible thirty (30) calendar days. Every reasonable effort shall be made to comply with such requests, providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

### **7.03 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 (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **7.04 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the site, 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 minimise disruption of the site and shall make every effort to give a minimum of fourteen (14) 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 site. Such requests shall be made, in writing, sufficiently in advance, but not less than fourteen (14) days in advance where possible, to minimise disruption of the site. 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) Subject to operational requirements, leave of absence without pay shall be granted to bargaining committee members for the purpose of bargaining meetings with the Union. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 4.05.
- (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 leave of absence who are employed by the Union on a regular full-time basis.
- (f)
  - (i) Provided not less than fourteen (14) 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 fourteen (14) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

#### **7.05 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) days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

#### **7.06 Compassionate Leave**

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) days may be taken associated with travel.

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 used shall be restored.

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

#### **7.07 *Special Leave – Effective April 1, 2002***

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at his/her regular rate of pay to a maximum of ten (10) days per year for the following:

1. Marriage of the employee – five (5) days;
2. Birth or adoption of the employee's child – one (1) day;
3. Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member – up to two (2) days.

Employees covered by Collective Agreements without an annual entitlement for special leave shall be entitled to the above effective October 1, 2001.

#### **7.08 *Educational Leave***

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employees 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. This provision shall also apply to courses required to meet new qualifications as required by legislation and/or by the Employer.

The Parties recognise the value of in-service training and of encouraging employees to participate in-service training.

Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the Community Based Services Field, 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 site can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.



**7.09 Required Certifications**

- (a) First Aid requirements made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to be qualified to perform First Aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

**ARTICLE 8 - HOURS OF WORK AND OVERTIME****8.01 Continuous Operation**

The workweek shall provide for continuous operation Sunday through Saturday.

**8.02 Hours of Work**

The hours of work for each regular full-time employee covered by this Agreement, inclusive of meal times, shall be eight (8) hours per day, (average forty [40] hours per week) or an equivalent mutually agreed to by the Employer and the Union.

The four (4) on/two (2) off, eight (8) hours per day rotation shall be deemed full-time where mutually agreed to by the Union and the Employer.

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). If at the end of fifty-two (52) weeks dating from an employee's first (1st) 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 by which his/her total number of days 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 8.06 or Article 9.01.

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, otherwise overtime shall be paid in accordance with Article 8.06. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

**8.03 Scheduling Provisions**

- (a)
  - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.

- (ii) If the Employer alters the scheduled workdays of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first (1<sup>st</sup>) shift worked pursuant to Article 8.06.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one (1) 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 8.06.
- (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 (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 8.03 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 8.06.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e. day shift, evening shift, and night shift) during any six (6) consecutive day period posted in their work schedules.

#### **8.04 Split Shifts**

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

#### **8.05 Part-time Employees**

The Employer and the Union shall co-operate to minimise the use of part-time employees where reasonable.

#### **8.06 Overtime**

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 8.02, or who are requested to work on their scheduled off-duty days, shall be paid:
  - (1) the rate of time and one half (1½ x) of their basic hourly rate of pay for the first (1<sup>st</sup>) two (2) hours of overtime on a scheduled workday and double time (2 x) thereafter;

- (2) the rate of double time (2 x) of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (b) Employees required to work on a scheduled day off shall receive the overtime rate of double time (2 x), but shall not have the day off rescheduled.
- (c) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 9.01, the employee shall be paid overtime at the rate of time and one-half times (1½ x) the premium statutory holiday rate for all hours worked beyond eight (8) in that day.
- (d) 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 (e) below.
- (e) 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.
- (f) An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours of work shall, at the Employer's option, be provided with a meal allowance of seven dollars (\$7.00). One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
  - (i) This clause shall not apply to part-time employees until the requirements of Article 8.06(i) 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 workday.
- (g) When an employee is requested to work overtime on a scheduled workday or on a scheduled 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.
- (h) 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 workday, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

- (i) 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 the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee.
- (j) An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

### **8.07 Call-back**

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

### **8.08 Call-In - Statutory Requirement**

Any employee (except those covered by Article 8.07) 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.

### **8.09 On-call**

Employees required to be on-call shall be paid one dollar (\$1.00) per hour or portion thereof. The minimum on-call requirement shall be four (4) consecutive hours. Should the Employer require an employee to have a pager, beeper, or cell phone available during his/her on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## **ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **9.01 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 Government:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| BC 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 per year (that is, an average of two [2] days per week plus a minimum of eleven [11] statutory holidays).

If at the end of fifty-two (52) weeks dating from an employee's first (1<sup>st</sup>) 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 by which his/her total number of days 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 8.06 or Article 9.01.

If a regular full-time employee is called to work on a day designated as the lieu day, the employee shall be compensated at time-and-a-half (1½ x) for all hours worked.

When an employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer-scheduled statutory holiday and one (1) 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 rescheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 9.01 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 31 of the year following the year in respect of which they were originally scheduled.

Employees who are required to work on a designated statutory holiday shall be paid at the rate of time-and-one-half (1½ x). Regular full-time employees shall also receive a day off in lieu.

If an employee terminates during the year, he/she shall be paid out statutory holidays owing.

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.

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

If an Employer-scheduled statutory holiday occurs within an employee's vacation period, the statutory holiday shall not be considered as a vacation day. Accordingly, the vacation day shall be rescheduled.

## **9.02 *Vacation***

Effective July 1, 1999 all employees shall be credited for and granted vacations earned up to July 1 each year, on the following basis:

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

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

B. Effective October 1, 1999, regular employees shall earn vacation entitlement as follows:

- (a) Up to one (1) year's continuous service – four percent (4%) of straight-time earnings or equivalent time off with pay.
- (b) After one (1) year's continuous service – fifteen (15) working days' vacation, based on six percent (6%) of straight-time pay.
- (c) After three (3) years' continuous service – sixteen (16) working days' vacation, based on six point four percent (6.4%) of straight-time pay.
- (d) After four (4) years' continuous service – seventeen (17) working days' vacation, based on six point eight percent (6.8%) of straight-time pay.
- (e) After five (5) years' continuous service – eighteen (18) working days' vacation, based on seven point two percent (7.2%) of straight-time pay.
- (f) After six (6) years' continuous service – nineteen (19) working days' vacation, based on seven point six percent (7.6%) of straight-time pay.
- (g) After seven (7) years' continuous service – twenty-two (22) working days' vacation, based on eight point eight percent (8.8%) of straight-time pay.
- (h) After eight (8) years' continuous service – twenty-three (23) working days' vacation, based on nine point two percent (9.2%) of straight-time pay.
- (i) After nine (9) years' continuous service – twenty-four (24) working days' vacation, based on nine point six percent (9.6%) of straight-time pay.
- (j) After ten (10) years' continuous service – twenty-five (25) working days' vacation, based on ten percent (10%) of straight-time pay.

Effective October 1, 2001 – Article B above shall be replaced by the following:

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

|                                   |             |
|-----------------------------------|-------------|
| 1 year's continuous service.....  | 15 workdays |
| 2 years' continuous service.....  | 15 workdays |
| 3 years' continuous service.....  | 16 workdays |
| 4 years' continuous service.....  | 17 workdays |
| 5 years' continuous service ..... | 18 workdays |
| 6 years' continuous service ..... | 19 workdays |
| 7 years' continuous service.....  | 22 workdays |

|                                    |             |
|------------------------------------|-------------|
| 8 years' continuous service .....  | 23 workdays |
| 9 years' continuous service.....   | 24 workdays |
| 10 years' continuous service ..... | 25 workdays |
| 11 years' continuous service ..... | 26 workdays |
| 12 years' continuous service ..... | 27 workdays |
| 13 years' continuous service ..... | 28 workdays |
| 14 years' continuous service ..... | 29 workdays |
| 15 years' continuous service.....  | 30 workdays |
| 16 years' continuous service ..... | 31 workdays |
| 17 years' continuous service ..... | 32 workdays |
| 18 years' continuous service.....  | 33 workdays |
| 19 years' continuous service ..... | 34 workdays |
| 20 years' continuous service ..... | 35 workdays |

**9.03 Vacation Period**

A maximum number of employees so desiring will be granted time off in the summer months. The choice of vacation periods shall be granted on the basis of seniority with the Employer, except where the period requested would be detrimental to the Employer's operation.

**9.04 Splitting of Vacation Periods**

Annual vacations for employees shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first (1<sup>st</sup>) vacation period. Seniority shall prevail in the choice of the second (2<sup>nd</sup>) vacation period, but only after all other first (1<sup>st</sup>) vacation periods have been posted. Seniority shall also prevail in the choice of the third (3<sup>rd</sup>) vacation period, but only after all other first (1<sup>st</sup>) and second (2<sup>nd</sup>) vacation periods have been posted. Seniority shall also prevail in the choice of the fourth (4<sup>th</sup>) vacation period, but only after all other first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) vacation periods have been posted.

**9.05 Vacation Pay**

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

**9.06 Vacations Non-accumulative**

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

**9.07 *Vacation Entitlement upon Dismissal***

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 9.02.

**9.08 *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, or it shall be reinstated for use at a later date.

**9.09 *Call-back from Vacations***

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 times (2 x) 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.

**ARTICLE 10 - CONDITIONS OF EMPLOYMENT****10.01 *Unusual Job Requirements of Short Duration***

The nature of the work within the bargaining unit 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.

**10.02 *Vaccination and Inoculation***

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 immunisation, 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 immunisation, it shall be at the Employer's expense and on the Employer's time.

The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees. Where the Employer or Occupational Health and Safety Committee, in consultation with the Medical Health Officer, identify high risk areas which expose employees to infectious or communicable diseases for which there are protective immunisations available, such immunisations shall be provided at no cost to the employees.

The Employer shall provide the Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.



**10.03 Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice, where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

**10.04 Employee's Notice of Termination**

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

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

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

**10.05 Employment Abandoned**

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

**ARTICLE 11 - GENERAL PROVISIONS****11.01 Employee and Employer Property**

- (a) Employer Property  
Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.
- (b) 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 client, provided such personal property is an article of use or wear of a type suitable for use while on duty.
- (c) The Employer shall provide and maintain all tools and equipment required for the completion of work.
- (d) 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.

**11.02 Badges and Insignia**

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

### 11.03 Sick Leave

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

- (a) Sick Leave Credits (Effective October 1, 1999)  
Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of 1.25 days (effective April 1, 2002 – 1.5 days) per month, to a maximum of fifty-six (56) days (effective April 1, 2002 – 156 days). Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of his/her sick leave credits.

Employees covered by Collective Agreements with an annual entitlement or monthly accrual for sick leave shall have that entitlement credited to the bank and shall accumulate in accordance with this section.

- (b) 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.

- (c) In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

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

When an employee is granted sick leave with pay and WCB benefits are subsequently approved for the same period, upon the employee reimbursing the Employer for net sick leave paid it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- (f) Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

- (g) 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, from accumulated sick leave credits. Deductions shall be made from sick leave credits at a minimum four (4) hours for medical and dental appointments if the Employer is required to replace the employee.

- (h) 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 (1st) 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.

- (i) 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) workdays. Further leave of absence periods of seven (7) workdays 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) workdays from such an employee explaining his/her conditions, he/she shall be removed from the payroll.
- (j) 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.
- (k) All sick leave credits are cancelled when an employee terminates his/her employment except when an employee transfers to CSSEA/HEU certification in accordance with Article 6.01(cc).

#### ***11.04 Maternity Leave, Parental Leave and Adoption Leave***

- (1) Maternity leave shall be granted as a right. The Employer shall not deny the pregnant

employee the right to continue employment during the period of pregnancy. 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 and/or parental leave of absence. The duration of the combined maternity and parental leave of absence before the birth and, subsequent to birth, shall be at the option of the employee. The duration of the parental leave after the birth shall be at the option of the employee.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity or parental leave of absence, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence, the Employer and the Union may be required to accommodate the employee pursuant to the Human Rights Code.

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 birth.

Upon return to work, the employee shall continue in her/his former position without loss of perquisites accumulated up to the date of commencement of the maternity/parental leave of absence, subject to the provisions of Article 7.03 and Article 11.04(2).

Leave of absence for maternity/parental leave may be taken for a period of up to fifty-two (52) weeks.

- (2) Seniority and continuous service will continue to accumulate during the full period of maternity/parental leave.

Article 7.03 applies, except that after the first twenty (20) workdays, and during the first thirty (30) weeks, the Employer shall continue to pay its share of the Health & Welfare premiums, if the employee opts to continue paying the employee's share (if any) of the Health & Welfare premiums.

After thirty (30) weeks, the employee may continue to pay the full cost of the Health & Welfare premiums.

- (3) **Adoption Leave**

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

Employees shall make every effort to give as much notice as possible prior to the commencement of adoption (parental) leave of absence, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

### ***11.05 Pay Days***

Employees shall be paid by cheque or by direct deposit every second week (Western Human Resources pay days shall be semi-monthly on the 15<sup>th</sup> and last day of each month), subject to the following provisions:

- (1) 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 itemising of all deductions. The cumulative amount of sick leave credits earned shall be included every three (3) months.
- (2) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- (3) As far as practicable, employees on an evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
- (4) As far as practicable, employees on the night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (5) An employee 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.
- (6) If the Employer implements a system of direct deposit, where possible, the employee will be given the option of being paid by cheque or direct deposit.

### ***11.06 Rest and Meal Periods***

#### **(a) Rest Periods**

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period. It is understood that the workers in residences incorporate breaks around their normal shift duties.

#### **(b) Meal Periods**

All employees covered by the Collective Agreement shall receive a one-half (½) 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.

**11.07 Bulletin Boards**

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.

**11.08 Jury Duty**

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.

**11.09 Health and Welfare Benefit Plans**

Effective October 1, 1999, Health and Welfare Plans will be provided through the Health Benefit Trust (HBT).

**Eligibility**

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes his/her probation period with a maximum of a three month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work fifteen (15) regular hours or more per week.

**Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates, except for Group Life Insurance, which shall terminate thirty-one days following the date of the employee's termination.

**Definition of Spouse and Other Dependants**

“Spouse” – includes husband, wife and common-law spouse.

“Common-law spouse” – means two people who have cohabited as spousal partners for a period of not less than one year.

“Dependent child” – for the purposes of benefit coverage, means unmarried children until the end of the month in which they attain the age of nineteen (19) years of age if they are mainly dependent on, and living with the employee or their spouse. Coverage may be extended to age twenty-five (25) where the dependant child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or his/her spouse.

(a) **Medical Plan**

**Effective October 1, 1999**

The Employer shall pay 100% of the regular monthly premiums for eligible regular employees, their spouse and dependants for medical coverage under the BC Medical Plan.

(b) **Dental Plan**

**Effective October 1, 1999**

(Details of Plan identical to Community Health, 1996/98 Agreement EXCEPT Plan A coverage to include provision for cleaning of adults' teeth [prophylaxis and scaling] every nine months. Dependent children [up to age nineteen {19}] and those with gum disease or other dental problems are entitled to cleaning as per the Community Health 1996/98 Agreement.)

Eligible regular employees shall be provided with a Dental Plan covering one hundred percent (100%) of the costs of the basic plan (Plan A) and fifty percent (50%) of Plan B.

The Dental Plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay one hundred percent (100%) of the monthly premiums.

**Effective April 1, 2002:**

Details of Plan identical to Health Facilities 1998-2001 Collective Agreement except Plan A coverage to include provision for cleaning of adults' teeth (prophylaxis and scaling) every nine months. Dependent children (up to age nineteen [19]) and those with gum disease or other dental problems are entitled to cleaning as per the Health Facilities 1998-2001 Collective Agreement.

- (1) Eligible regular employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750.00 per patient with no run-offs for claims after termination of employment.
- (2) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (3) The Employer shall pay one hundred percent (100%) of the premium.

(c) **Extended Health Care Plan**

**Effective October 1, 1999**

Details of Plan identical to Community Health, 1996/98 Agreement.

Eligible regular employees shall be provided with an Extended Health Plan covering 80% of eligible expenses, \$25.00 deductible per person or family.

The Extended Health Plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

**Effective October 1, 2001**

Details of Plan identical to the Health Facilities 1998-2001 Collective Agreement through the Health Benefit Trust.

- (1) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.
- (2) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every twenty-four (24) months and the allowance for hearing aids will be \$600 every forty-eight (48) months.

(d) **Group Life Insurance and Accidental Death and Dismemberment**

**Effective October 1, 1999:**

Eligible regular employees shall be provided with Group Life and Accident Coverage. The Plan shall provide \$10,000.00 coverage, until the age of sixty-five (65) and shall include accidental death and dismemberment coverage. After the age of sixty-five (65), the amount of coverage shall decrease to \$5,000.00 until the age of seventy (70), at which time the group insurance coverage will cease. The Employer shall pay 100% of the monthly premiums.

**Effective October 1, 2000**

- (1) The Employer will provide a group life insurance plan.
- (2) The plan shall provide basic life insurance in the amount of \$25,000.00 (effective October 1, 2002: \$50,000.00) and standard 24 hour accidental death and dismemberment insurance until age sixty-five (65). After the age of sixty-five (65) the amount of coverage shall decrease to \$12,500.00 (effective October 1, 2002: \$25,000.00) until the age of seventy (70), at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (3) The Employer shall pay 100% of the premium.

(e) **Long-term Disability**

Effective October 1, 1999, the Employer will provide a long-term disability plan, which shall be the plan provided in the Health Facilities Sector. The plan will cover regular employees who have completed their probationary period and will provide such



employees who qualify with salary continuation until the age of sixty-five (65), in the event of a qualifying disability. Enrolment in the plan will be voluntary on a bargaining unit by bargaining unit basis. It is understood that a bargaining unit can opt in at a later time. Those opting out will have no LTD plan unless such units already have a plan. The cost of premiums will be cost-shared between the Employer and the employee with the Employer's contribution limited to one percent (1%) of the employee's basic earnings.

Effective October 1, 2002, the full cost of premiums will be assumed by the Employer and membership in the plan will be mandatory. This may occur at an earlier date if the experience of the Health Benefit Trust is that demonstrable savings are identified during the term of the Collective Agreement and/or projected demonstrable savings are identified during the term of the Agreement. Any such savings will in the first instance be applied to the reduction or elimination of the employee's contribution for LTD coverage prior to October 1, 2002.

The Executive Director or designate and four (4) Union presidents or designates will forthwith constitute a committee and in consultation with government will review and report on the real and projected savings and possible outcomes. For the purposes of this Article, any questions as to whether and when savings are accruing, and in what amount during the term of this Agreement, will be adjudicated by Colin Taylor. Without commitment being made, the government will explore, with the committee, the possibility of a loan arrangement to facilitate the foregoing.

The sole responsibility of the Employer following implementation of this plan is payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator.

### ***11.10 Employment Insurance Coverage***

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.

### ***11.11 Group RRSP (Effective October 1, 1999)***

1. All regular employees, upon successful completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
2. Employee contributions to the Plan through payroll deduction will be on one (1) of the following bases:
  - 1% of regular earnings; or
  - 2% of regular earnings; or
  - 3% of regular earnings.
3. The Employer will match the contributions made by each employee.

4. Employees may increase or decrease their contribution levels, as noted in (2) above, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.
5. Employer and employee contributions will be locked in on the employee's behalf.
6. Employers who currently have a Group RRSP in place, and which implement this Group RRSP pursuant to Article 11.11, shall terminate the current Group RRSP and contributions shall be converted to the new Group RRSP.
7. In the event that an Employer currently participates in the Municipal Superannuation Plan (or is required to participate in the future), the Group RRSP will not be implemented (or will be terminated) for employees of that Employer.
8. Employers will ensure that all new employees are informed of the options available to them under this Group RRSP.

Effective October 1, 2000, if an Employer does not currently participate in a pension plan (e.g. the Municipal Superannuation Plan) then participation in the group RRSP for employees will be mandatory. No employee shall be allowed to join both a pension plan and the group RRSP.

#### ***11.12 Union Advised of Changes***

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.

#### ***11.13 Printing of the Agreement***

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 Union and the Employer shall share the cost of printing sufficient copies of the Agreement for distribution to employees.

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

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

#### ***11.14 Occupational Health and Safety***

The Employer and the Union agree to co-operate 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 Employer and the Union will each appoint two (2) representatives, unless otherwise mutually agreed, to serve on the Committee, with each Party appointing its own representatives. In addition to persons appointed by the Parties, either Party may involve other employees of the Employer who are neither members of the Bargaining Unit nor Management, provided such is done by mutual agreement.

- (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 Associate Chair (Mediation) at the Labour Relations Board to appoint a mediator to make a written recommendation.

If the Board advises that it will not appoint an officer to investigate the complaint within seven (7) days, then either Party may refer the matter to Industry Troubleshooter for 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 clients, 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 clients 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) In-service and/or instruction in caring for aggressive/violent behaviour of clients, including how to prevent and respond to a client's aggressive/violent behaviour, will be provided by the Employer. When the Employer is aware that a client has a history of aggressive/violent behaviour, the Employer will make such information available to all employees required to care for that client. The information will include specific instructions on the approaches to take when providing care to that client. Upon admission or transfer of a client, the Employer shall make every reasonable effort to assess and identify the potential for aggressive/violent behaviour. Employees who encounter an unsafe situation involving aggressive/violent behaviour of a client shall be entitled to seek assistance from any other available staff. Employees shall document all unsafe situations involving aggressive/violent behaviour of a client.
- (h) No employee shall be disciplined for exercising his/her right to refuse to do unsafe work, pursuant to Section 3.24 of the WCB Industrial Health and Safety Regulations.

#### ***11.15 Transportation/Vehicle Allowance***

- (a) 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-four cents (\$0.34) per kilometre (Effective October 1, 2001: \$0.36 per kilometre and effective October 1, 2002: \$0.38 per kilometre). Minimum daily allowance where a claim is to be submitted shall be two dollars (\$2.00).
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

#### ***11.16 Excursions***

Employees who accompany clients/residents on excursions will be entitled to eight (8) hours' pay and four (4) hours of lieu time for every twenty-four (24) hour period. Lieu time shall be scheduled pursuant to Article 8.06(e).

Employees currently receiving a superior entitlement shall continue to receive the entitlement.

#### ***11.17 Meal Allowance***

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum set out below. This Article shall not apply to employees who, on a day-to-day basis, do not work in a fixed location.

|           | <b>Effective October 1, 1999</b> | <b>Effective October 1, 2000</b> |
|-----------|----------------------------------|----------------------------------|
| Breakfast | \$ 7.00                          | \$ 8.50                          |
| Lunch     | \$ 8.00                          | \$10.50                          |
| Dinner    | \$16.00                          | \$19.25                          |

## **ARTICLE 12 - EMPLOYMENT SECURITY**

The Community Social Services Employers' Association and the Hospital Employees' Union agree that all members in contracts covered by the Collective Agreement will be protected by Employment Security as outlined below. The following provisions shall be effective October 1, 1999, except that the income continuance provision of Section F will be effective October 1, 2000.

### **A. Purpose**

#### **1. Preamble**

The Parties recognise the value of maintaining on-going communication and consultation concerning changes to workplace organisation. The Parties agree to meet to exchange information with respect to such issues at the request of either Party.

The purpose of the following provisions is to maintain the principle of continuity of client care, to preserve job security, stabilise employment and to protect as many regular employees as possible from loss of employment.

#### **2. HLAA Board**

The Parties will request the Ministry of Health and the HLAA Board to approve the addition of a position for CSSEA and CUPE in order to deal with Social Services related issues.

#### **3. Employment Security**

All Union members covered by this Agreement will be protected by Employment Security as set out in Article F.

#### **4. Enhanced Consultation**

The Employer shall notify the Union of any proposed labour adjustment initiative in accordance with the general principles of enhanced consultation.

The Parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising therefrom may be accommodated. Specifically, the Parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

### **B. Job Training**

At the request of either the Employer or the Union, the Parties shall meet to discuss training programs for employees affected by technological change or new methods of operation; or who require general skills upgrading, which may include qualifying for new positions.

### **C. Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced for the purposes of this Article, where his/her services shall no longer be required as a result of exhausting Collective Agreement processes.

#### **D. Process**

1. In the event of reduction resulting from any restructuring, labour adjustment, downsizing initiative or re-tendering of a Ministry contract, the Employer, together with the Unions, will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustments generally can be accomplished on a voluntary basis, by early retirement, transfer to another Employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.
2. Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the Collective Agreement; then
  - (a) the Employer shall issue displacement/layoff notices; then
  - (b) the employee shall exercise bumping rights to a comparable job with the Employer; then
  - (c) if there is no comparable job with the Employer, the employee may exercise bumping rights into a less than comparable job, or may opt to be placed on the regional placement list (registered with HLAA).
3. The Parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The Parties acknowledge that a primary means of ensuring that FTE's can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilisation management.

#### **E. Transfers and Closures**

1. In the event that services or programs are transferred from one Employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority. An employee can refuse a transfer if:

- (a) the transfer is out of the region; or
- (b) the employee has other employment options under the Collective Agreement at the Employer from whom the service or program is being

transferred, except where the transfer is a result of the closure of the Employer's operations.

2. The Employer receiving the program will determine the number and category of employees. Where the receiving Employer does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the Collective Agreement.
3. Transferring employees will port seniority and will be protected from further displacement until at least the end of the present Agreement, regardless of the Collective Agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees of another Employer, but only becomes ported after the employee moves into an existing vacancy.
4. In the case of the closure of an Employer, casual employees with more than three thousand, nine hundred and fifteen (3,915) hours of seniority acquired within the five (5) years prior to the closure announcement will be covered by the provisions of this Article.

#### **F. Employment Security**

Displaced employees shall, following the expiration of their notice period under the Collective Agreement, retain Employment Security for a period of up to twelve (12) months during which time reasonable efforts will be made to place such employees into gainful employment. Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and the Employment Security period will be terminated. This does not affect the employee's recall rights under the Collective Agreement.

Effective October 1, 2000, the Employer from whom a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the Employment Security period. The HLAA shall reimburse the Employer for any portion of the Employment Security period in excess of six (6) months.

#### **G. Portability of Seniority**

An employee on the placement list maintains and accrues seniority.

Employees hired with the new Employer, either through a transfer or off the placement list, will be dovetailed into the seniority list.

#### **H. Disputes**

Disputes about the interpretation, application, or alleged violation of this Agreement shall be resolved in accordance with the dispute resolution process in Appendix A to this Agreement.

**I. Section 54 of the Labour Relations Code**

The Parties agree that the present Agreement fulfils the requirements of Section 54 of the Labour Relations Code.

**J. Definitions**

1. A generally comparable job is defined as follows:

A job with the same Employer, another Employer in the public service, public sector or community sector which is within ten percent (10%) of the rate of pay the displaced employee was receiving at the time of displacement. The rate of pay means a comparison at the top step of the increment scale.

In calculating the ten percent (10%) differential, the Parties must include wages and the following benefits: medical, dental, extended health, group life and long term disability.

Where placement cannot be made by the expiration of the layoff notice period, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of “generally comparable” with respect to that employee in order to increase potential placement opportunities.

2. A “region” shall be as defined in Appendix B to this Agreement.

**ARTICLE 13 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

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

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

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

**ARTICLE 14 – VARIATIONS**

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

**ARTICLE 15 - CONTRACTING OUT *(see Memorandum of Agreement)***

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



shall discuss with representatives of the Local Union any functions that it intends to contract out that could otherwise be performed by members of the Hospital Employees' Union within the Employer, except where an emergency exists.

### **ARTICLE 16 - SAVING CLAUSE**

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 5 of the Collective Agreement.

### **ARTICLE 17 - VOLUNTEERS**

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. Any volunteers used shall be supernumerary to established positions in the Bargaining Unit and will not result in the layoff of Bargaining Unit employees; nor will volunteers be used to fill established positions within the Bargaining Unit.

It is further agreed that utilisation of volunteers, as of May 14, 1998, is consistent with the above.

### **ARTICLE 18 - EFFECTIVE AND TERMINATING DATES**

This Agreement shall be effective from April 1, 1998 and shall remain in force and be binding upon the Parties until March 31, 2003, and from year to year thereafter unless terminated by either Party on written notice served during the month of December, 2002.

It is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of BC is excluded from this Agreement.

All changes shall be effective from August 1, 1999, unless otherwise specified in the Collective Agreement.

#### **Changes in Agreement**

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

**ARTICLE 19 - SUPERIOR BENEFITS OR VARIATIONS**

All superior benefits or variations contained in Attachments, except as they are amended by negotiations, shall be continued in the Collective Agreement.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

**DATED** \_\_\_\_\_

**DATED** \_\_\_\_\_

## ADDENDUM

### *Part-time Employees*

A regular part-time employee as defined in Article 1.02 - Regular Part-time Employees, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

- (a) **Vacations**  
Regular part-time employees shall be credited with and granted vacations as set out in Article 9.02.
- (b) **Statutory Holidays**  
Regular part-time employees shall be entitled to statutory holidays and premium pay as set out in Article 9.01. Regular part-time employees shall receive 4.2% of straight-time pay instead of a day off with pay.
- (c) **Sick Leave**  
Regular part-time employees shall be entitled to sick leave as set out in Article 11.03.
- (d) **Special Leave (where applicable)**  
Regular part-time employees shall be entitled to special leave as set out in Article 7.07.
- (e) **Qualifying Period**  
Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.
- (f) **Increment Progression**  
Based on calendar length of service with the Employer.
- (g) **Seniority**  
Applicable on a proportionate basis.

## ADDENDUM

### *Language Provisions*

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

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

A former employee, re-engaged for a previous job, who has been absent from employment from a community based support services field for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

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.

## ADDENDUM

### *Wage Schedules*

Casual wage rates for RCW or equivalent classifications differing from a regular employee's wage rate in the same classification shall be eliminated effective April 1, 1998. Casual rates (other than RCW or equivalent) in other classifications shall be eliminated as of August 1, 1999.

Effective April 1, 2000, there shall be a 2% general wage increase.

Rates for October 1, 2000, October 1, 2001 and October 1, 2002 shall be as determined by the job evaluation process.

Wage schedules shall be as follows:

### **WAGE GRID**

#### **Becon Support Services Ltd. (formerly Connell Services Ltd.)**

| <b>Position</b>   | <b>Current Rate</b> | <b>Apr. 1, 1998</b> | <b>Oct. 1, 1999</b> | <b>Apr. 1, 2000</b> | <b>Oct. 1, 2000</b> | <b>Oct. 1, 2001</b> | <b>Oct. 1, 2002</b> |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Residential Counsellor  | \$13.92/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81             | \$16.32             | \$16.83             |
| * Finlayson House: Residential Counsellor                                       | \$12.50/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81             | \$16.32             | \$16.83             |
| Household Coordinator**<br>*  | \$15.06/hr          | \$15.06/hr          | \$18.35/hr          | \$18.72/hr          | \$15.81             | \$16.32             | \$16.83             |
| * Finlayson – Household Coordinator**<br>*                                      | \$14.54/hr          | \$14.54/hr          | \$18.35/hr          | \$18.72/hr          | \$15.81             | \$16.32             | \$16.83             |
| * March 19, 1998, Finlayson House receives 3% wage increase on the current rate |                     |                     |                     |                     |                     |                     |                     |
| *** position excluded from bargaining unit effective April 1, 2002              |                     |                     |                     |                     |                     |                     |                     |

#### **Becon Support Services Ltd. (formerly Cornerstone Community Services Society)**

| <b>Position</b>          | <b>Current Rate</b> | <b>Apr. 1, 1998</b> | <b>Oct. 1, 1999</b> | <b>Apr. 1, 2000</b> | <b>Oct. 1, 2000</b> | <b>Oct. 1, 2001</b> | <b>Oct. 1, 2002</b> |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Community Support Worker |                     |                     |                     |                     |                     |                     |                     |
| Start                    | \$13.47/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| 3 months                 | \$13.97/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |

**Bellis Support Services**

| Position              | Current Rate | Sep. 22, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-----------------------|--------------|---------------|--------------|--------------|--------------|
| Residential Caregiver | \$12.75/hr   | \$13.00/hr    | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Coastal Mountain Child and Youth Services (Leslie Thibedeau)**

|                | Current | Oct 22/99 | Oct 1/00 | Aug 16/ 01 | Oct 1/01 | Oct 1/02 |
|----------------|---------|-----------|----------|------------|----------|----------|
| RCW            | \$11.30 | \$11.53   | \$15.81  | \$15.81    | \$16.32  | \$16.83  |
| Sleep Position |         |           |          | \$12.75    | \$12.75  | \$12.75  |
| Start          | \$ 8.80 | \$ 8.98   | \$ 9.67  | -          | -        | -        |
| After 1 year   | \$ 8.90 | \$ 9.08   | \$ 9.77  | -          | -        | -        |
| After 2 years  | \$ 9.00 | \$ 9.18   | \$ 9.87  | -          | -        | -        |
| After 3 years  | \$ 9.10 | \$ 9.28   | \$ 9.98  | -          | -        | -        |

**Community Connections (Lands End Home)**

| Position                               | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Support Worker                         |              |              |              |              |              |              |              |
| Casual                                 | \$12.49/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| Start                                  | \$12.54/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| 3 months                               | \$12.74/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| 6 months                               | \$12.94/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| 1 year                                 | \$13.24/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| Support Worker – Night during the week |              |              |              |              |              |              |              |
| Casual                                 | \$12.49/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| Start                                  | \$13.24/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| 3 months                               | \$13.44/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| 6 months                               | \$13.64/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| 1 year                                 | \$13.94/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| Residential Supervisor                 | \$15.84/hr   | \$15.84/hr   | \$18.35/hr   | \$18.72/hr   | *            | *            | *            |

**Cranbrook Society for Community Living**

| Position                          | Current Rate | Apr 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-----------------------------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Human Service Worker              | \$13.64/hr   | \$14.45/hr  | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| Self Help Worker                  | \$11.65/hr   | \$14.45/hr  | \$15.00/hr   | \$15.30/hr   | \$15.81      | \$16.32      | \$16.83      |
| Supervisor – Residential Services | \$15.65/hr   | \$15.65/hr  | \$18.35/hr   | \$18.72/hr   | *            | *            | *            |

**Crossover Enterprises (Ernhill)**

| Position                   | Current Rate | Jul. 14, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|----------------------------|--------------|---------------|--------------|--------------|--------------|--------------|--------------|
| Residential Supervisor     | \$14.35/hr   | \$14.45/hr    | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Residential Care Worker I  | \$11.40/hr   | \$14.45/hr    | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Residential Care Worker II | \$12.10/hr   | \$14.45/hr    | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Crossover Enterprises (Shelby)**

| Position                   | Current Rate | Feb. 9, 1999 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Residential Supervisor     | \$14.35/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Residential Supervisor     | \$12.10/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Residential Care Worker I  | \$11.40/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Residential Care Worker II | \$12.10/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Casual (one-to-one)        | \$11.50/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Crossroads Human Services Ltd.**

| Position        | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Activity Worker |              |              |              |              |              |              |              |
| Casual          | \$12.15/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Start           | \$13.50/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Go Green Workshop Centre**

| Position                   | Nov. 12, 1997 | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|----------------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Community Support Worker 2 | \$14.57/hr    | \$14.57/hr   | \$18.35/hr   | \$18.72/hr   | \$18.72/hr   | \$16.32/hr   | **           |
| Community Support Worker 1 | \$13.13/hr    | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Casuals                    | \$12.10/hr    | *            |              |              |              |              |              |

\* Casual rate is eliminated effective April 1, 1998

**Greg Allen's Circle of Life Society**

| Position                | Dec. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-------------------------|--------------|--------------|--------------|--------------|--------------|
| Residential Care Worker | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Independent Living Housing Society of Greater Victoria**

| Position  | Current Rate       | Apr. 1, 1998       | Oct. 1, 1999       | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|---|--------------------|--------------------|--------------------|--------------|--------------|--------------|--------------|
| <b>Support Attendant</b>  |                    |                    |                    |              |              |              |              |
| Start   | \$12.47/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 3 months  | \$12.85/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 12 months   | \$13.23/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| <b>Home Care Worker</b>   |                    |                    |                    |              |              |              |              |
| Start   | \$12.47/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 3 months  | \$12.64/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| <b>Day Planner</b>  |                    |                    |                    |              |              |              |              |
| Start   | \$12.47/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 3 months  | \$12.85/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 12 months   | \$13.23/hr         | \$14.45/hr         | \$15.00/hr         | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Bookkeeper  | \$15.00/hr         | \$15.00/hr         | \$15.50/hr         | \$15.81/hr   | *            | *            | *            |
| <b>Live-in – these shifts were eliminated February 18, 2000</b> |                    |                    |                    |              |              |              |              |
| Start   | \$127.50 flat rate | \$145.76 flat rate | \$145.76 flat rate | Eliminated   |              |              |              |
| 3 months  | \$145.86 flat rate | \$166.75 flat rate | \$166.75 flat rate | Eliminated   |              |              |              |

**J. Garnons Williams Ltd.**

| Position                       | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Residential Care Worker</b> |              |              |              |              |              |              |              |
| Casual                         | \$12.46/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Regular                        | \$13.56/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| <b>Day Program Worker</b>      |              |              |              |              |              |              |              |
| Casual                         | \$12.46/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Regular                        | \$13.56/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Kardel Consulting Services Inc.**

| Position                     | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Community Care Worker</b> |              |              |              |              |              |              |              |
| Start                        | \$12.12/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 3 months                     | \$13.28/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |





**KDJ Alliances Holdings Ltd. (formerly Bieringer)**

| Position  | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Residential Worker  |              |              |              |              |              |              |              |
| Casual  | \$12.33/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Regular   | \$13.31/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Residential Worker – Nights **  |              |              |              |              |              |              |              |
|   | \$8.81/hr    | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| ** Incumbents only are at the RCW rate until the Asleep RW rate meets or exceeds \$16.83 per hour |              |              |              |              |              |              |              |

**KDJ ALLIANCES HOLDINGS LTD (Burlwood and Lost Lake Home)**

| Position  | Current Rate |            | Mar. 31, 2000 |            | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|---|--------------|------------|---------------|------------|--------------|--------------|--------------|
|   | Hourly       | Flat Rate* | Hourly        | Flat Rate* | Hourly**     |              |              |
| Residential Care Worker   | \$12.50      | \$200.00   | \$12.75       | \$204.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
|   | \$12.94      | \$207.00   | \$13.20       | \$211.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
|   | \$13.00      | \$208.00   | \$13.26       | \$212.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
|   | \$13.25      | \$212.00   | \$13.52       | \$216.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
|   | \$13.60      | \$218.00   | \$13.87       | \$222.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
|   | \$14.14      | \$226.00   | \$14.42       | \$231.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
|   | \$14.34      | \$229.00   | \$14.63       | \$234.00   | \$15.81      | \$16.32/hr   | \$16.83/hr   |
| (Asleep)*   | \$9.05       |            | \$9.23        |            | \$9.23       | \$15.81/hr   | \$15.81/hr   |
| * Flat rate for 24-hour shift   |              |            |               |            |              |              |              |
| ** Incumbents only are at the RCW rate until the Asleep RW rate meets or exceeds \$16.83 per hour |              |            |               |            |              |              |              |

**Namaste Transition to Community Society**

|                      | Current Rate | Sep. 30, 1999 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|----------------------|--------------|---------------|--------------|--------------|--------------|
| Resident Care Worker | \$14.00/hr   | \$14.28/hr    | \$15.81/hr   | \$16.23/hr   | \$16.83/hr   |

**Pamela's Home Society**

| Position                    | Dec. 11, 1997 | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-----------------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|
| CSW 2                       | \$13.91/hr    | \$14.57/hr   | \$18.35/hr   | \$18.72/hr   | \$18.72/hr   | *            | *            |
| CSW 1                       | \$11.33/hr    | \$13.91/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Casuals                     | \$10.30/hr    | *            |              |              |              |              |              |
| * Casual rate is eliminated |               |              |              |              |              |              |              |

**Peers Support Services**

| Position                   | Current Rate | Certification Date<br>Sep. 30, 1999 | Step 3<br>Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|----------------------------|--------------|-------------------------------------|------------------------|--------------|--------------|
| Residential Counsellor     | \$12.75/hr   | \$15.00/hr                          | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
| Residential Service Worker | \$12.15/hr   | \$15.00/hr                          | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |

**Roderick St. Jacques Society**

| Position   | Current Rate      | Apr. 1, 1998      | Oct. 1, 1999      | Apr. 1, 2000      | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|--|-------------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| Community Support Worker   |                   |                   |                   |                   |              |              |              |
| Start  | \$13.77/hr        | \$14.45/hr        | \$15.00/hr        | \$15.30/hr        | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 3 months (casuals 488 hours or 6 months)   | \$14.28/hr        | \$14.45/hr        | \$15.00/hr        | \$15.30/hr        | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Respite of 14 hours or less**  | \$91.80 flat rate | \$92.89 flat rate | \$92.89 flat rate | \$94.75 flat rate | \$15.81/hr   | \$15.81/hr   | \$15.81/hr   |
| ** Incumbents only are at the RCW rate until the Asleep RW rate meets or exceeds \$16.83 per hour. |                   |                   |                   |                   |              |              |              |

**Salt Spring Island Community Services Society**

| Position                                | Current Rate | Nov. 27, 1998 | Oct. 1, 1999 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|---|--------------|---------------|--------------|--------------|--------------|--------------|
| Addictions Counsellor (Alcohol & Drugs) | \$18.63/hr   | \$19.00/hr    | \$19.50/hr   | \$19.89/hr   |              |              |
| Assistant Residential Supervisor        | \$14.98/hr   | \$15.28/hr    | \$16.00/hr   | \$16.83/hr   |              |              |
| Community Initiative Counsellor (RCW)   | \$12.36/hr   | \$12.61/hr    | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Community Worker                        | \$15.96/hr   | \$16.28/hr    | \$16.78/hr   | \$17.12/hr   |              |              |
| Crisis Worker: Outer Islands            | \$15.96/hr   | \$16.28/hr    | \$16.78/hr   | \$17.12/hr   |              |              |
| Emergency Mental Health Professional    | \$25.00/hr   | \$25.50/hr    | \$26.00/hr   | \$26.52/hr   |              |              |
| Family Advancement Worker               | \$15.96/hr   | \$16.28/hr    | \$16.78/hr   | \$17.12/hr   |              |              |
| Family Place Co-ordinator               | \$18.36/hr   | \$18.73/hr    | \$19.23/hr   | \$19.61/hr   |              |              |
| House-parent                            | \$1500.00    | \$1530.00     | \$1842.00/   | \$1879.00/   |              |              |

| <b>Position</b>                              | <b>Current Rate</b> | <b>Nov. 27, 1998</b> | <b>Oct. 1, 1999</b> | <b>Oct. 1, 2000</b> | <b>Oct. 1, 2001</b> | <b>Oct. 1, 2002</b> |
|--|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
|  | /month              | /month               | month               | month               |                     |                     |
| House-parent: daily rate                     | \$105.00/day        | \$172.00/day         | \$207.00/day        | \$211.00/day        |                     |                     |
| Mental Health Consumer Support Worker        | \$10.00/hr          | \$10.20/hr           | \$10.70/hr          | \$10.91/hr          |                     |                     |
| Mental Health Housing Coordinator            | \$19.03/hr          | \$19.41/hr           | \$19.91/hr          | \$20.31/hr          |                     |                     |
| Mental Health Nurse                          | \$18.66/hr          | \$19.03/hr           | \$19.53/hr          | \$19.92/hr          |                     |                     |
| Overnight Awake Counsellor (Residential RCW) | \$12.36/hr          | \$12.61/hr           | \$15.00/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| Office Receptionist                          | \$14.00/hr          | \$14.28/hr           | \$14.78/hr          | \$15.08/hr          |                     |                     |
| Payroll/Personnel Officer                    | \$17.35/hr          | \$17.70/hr           | \$18.20/hr          | \$18.56/hr          |                     |                     |
| Recycle Worker                               | \$15.00/hr          | \$15.30/hr           | \$15.80/hr          | \$16.12/hr          |                     |                     |
| Relief Recycle Worker                        | \$11.50/hr          | \$11.73/hr           | \$12.23/hr          | \$16.12/hr          |                     |                     |
| Relief Residential Counsellor (RCW)          | \$10.95/hr          | \$12.61/hr           | \$15.00/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| Residential Counsellor (RCW)                 | \$12.36/hr          | \$12.61/hr           | \$15.00/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| Special Services Child Care Worker           | \$13.57/hr          | \$13.84/hr           | \$14.34/hr          | \$14.63/hr          |                     |                     |
| USTAT Therapist                              | \$21.51/hr          | \$21.94/hr           | \$22.44/hr          | \$22.89/hr          |                     |                     |
| Victim Assistance Program Co-ordinator       | \$18.00/hr          | \$18.36/hr           | \$18.86/hr          | \$19.24/hr          |                     |                     |
| Weekend Counsellor (Residential RCW)         | \$12.36/hr          | \$12.61/hr           | \$15.00/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| Wellness Program Coordinator                 | \$22.00/hr          | \$22.44/hr           | \$22.94/hr          | \$23.40/hr          |                     |                     |
| Youth Alcohol Drug Outreach Worker           | \$17.41/hr          | \$17.76/hr           | \$18.26/hr          | \$18.63/hr          |                     |                     |
| Youth & Family Counsellor                    | \$16.80/hr          | \$17.14/hr           | \$17.64/hr          | \$17.99/hr          |                     |                     |
| Kitchen Coordinator                          | \$15.00/hr          | \$15.30/hr           | \$15.80/hr          | \$16.12/hr          | N/A                 | N/A                 |

### South Island Community Living Services Ltd.

| <b>Position</b>          | <b>Current Rate</b> | <b>Apr. 1, 1998</b> | <b>Oct. 1, 1999</b> | <b>Apr. 1, 2000</b> | <b>Oct. 1, 2000</b> | <b>Oct. 1, 2001</b> | <b>Oct. 1, 2002</b> |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Community Support Worker |                     |                     |                     |                     |                     |                     |                     |
| Start                    | \$12.33/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| 6 months                 | \$12.73/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |
| 12 months                | \$13.13/hr          | \$14.45/hr          | \$15.00/hr          | \$15.30/hr          | \$15.81/hr          | \$16.32/hr          | \$16.83/hr          |

| Position  | Current Rate          | Apr. 1, 1998          | Oct. 1, 1999       | Apr. 1, 2000       | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|---|-----------------------|-----------------------|--------------------|--------------------|--------------|--------------|--------------|
| Community Support Worker (Jersey, 6 Mile, & Starmont) |                       |                       |                    |                    |              |              |              |
| Casual  | \$13.13/hr            | \$14.45/hr            | \$15.00/hr         | \$15.30/hr         | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Regular   | \$14.13/hr            | \$14.45/hr            | \$15.00/hr         | \$15.30/hr         | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Overnight 9 hour shift                                |                       |                       |                    |                    |              |              |              |
| Start   | \$104.67<br>flat rate | \$115.19<br>flat rate | Shift<br>converted | Shift<br>converted |              |              |              |
| 6 months  | \$114.67<br>flat rate | \$115.19<br>flat rate | Shift<br>converted | Shift<br>converted |              |              |              |

### Vancouver Island Autistic Homes Society

| Position                    | Current Rate | Date of Certification | Oct. 1, 1999 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-----------------------------|--------------|-----------------------|--------------|--------------|--------------|--------------|
| Line Staff                  | \$10.51/hr   | \$10.72/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
|                             | \$11.31/hr   | \$11.54/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
|                             | \$12.16/hr   | \$12.40/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
|                             | \$13.01/hr   | \$13.27/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Supervisor                  | \$13.26/hr   | \$13.53/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
|                             | \$13.51/hr   | \$13.78/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
|                             | \$13.76/hr   | \$14.04/hr            | \$15.00/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Assistant Manager           | \$15.26/hr   | \$15.57/hr            | \$16.50/hr   | \$16.83/hr   | \$16.32/hr   | \$16.83/hr   |
| Supervisor of Resident Care |              |                       | \$17.50/hr   | \$17.85/hr   | *            | *            |

### Victoria Community Resources Society

| Position   | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Community Support Worker   |              |              |              |              |              |              |              |
| Start  | \$13.97/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 3 months   | \$14.47/hr   | \$14.47/hr   | \$15.50/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   | \$16.83/hr   |
| Community Network Program Facilitator, formerly Activity Coordinator |              |              |              |              |              |              |              |
| Start  | \$13.97/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$18.35/hr   | *            |
| 3 months   | \$14.47/hr   | \$14.47/hr   | \$15.50/hr   | \$15.81/hr   | \$16.32/hr   | \$18.35/hr   | *            |

### Western Human Resource Corp. (Vancouver)

| Position                 | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Key Worker               |              |              |              |              |              |              |              |
| Residential Counsellor 1 | \$12.81/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

| Position              | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|-----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Vocational Counsellor |              |              |              |              |              |              |              |
| Casual                | \$12.81/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Start                 | \$13.51/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| 6 months              | \$14.06/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |
| Employment Counsellor |              |              |              |              |              |              |              |
|                       |              | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$16.32/hr   | \$16.83/hr   |

**Western Human Resource Corp. (Victoria)**

| Position   | Current Rate | Apr. 1, 1998 | Oct. 1, 1999 | Apr. 1, 2000 | Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Residential Counsellor 2   | \$13.81/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$15.81/hr   | \$15.81/hr   |
| Residential Counsellor 1**   | \$12.81/hr   | \$14.45/hr   | \$15.00/hr   | \$15.30/hr   | \$15.81/hr   | \$15.81/hr   | \$15.81/hr   |
| ** Incumbents only are at the RCW rate until the Asleep RW rate meets or exceeds \$16.83 per hour. |              |              |              |              |              |              |              |

**Yoo's Holdings Ltd.**

| Position         | Current Rate | Sep. 21, 1999 | Step 3<br>Oct. 1, 2000 | Oct. 1, 2001 | Oct. 1, 2002 |
|------------------|--------------|---------------|------------------------|--------------|--------------|
| Care Aide        | \$10.00/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
|                  | \$10.50/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
|                  | \$11.00/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
|                  | \$11.50/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
|                  | \$12.50/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
|                  | \$13.00/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |
| Casual Care Aide | \$10.50/hr   | \$15.00/hr    | \$15.81/hr             | \$16.32/hr   | \$16.83/hr   |

## ADDENDUM

### *Interim Equity Wage Grid*

- Effective April 1, 1998 the minimum hourly wage rate for Residential Care Workers and equivalent positions shall be \$14.45 per hour.
- Effective October 1, 1999 and each subsequent October, the hourly wage rate for Residential Care Workers (RCW) and equivalent positions where the current base hourly rate is \$14.45 per hour shall be:
  - (a) \$15.00 per hour (October 1, 1999)
  - (b) \$15.50 per hour
  - (c) \$16.00 per hour
  - (d) \$16.50 per hour

RCW and equivalent positions below \$14.45 per hour progress to the \$16.83 minimum rate no earlier than October 1, 2002. RCW and equivalent positions above \$14.45 per hour will move to the next increment step that is at least one (1) full increment above their existing rate and will move to the next step each subsequent October 1.

- Effective April 1, 2000 there shall be a 2% general wage increase. The base hourly rate shall be:
  - (a) \$15.81 per hour
  - (b) \$16.32 per hour
  - (c) \$16.83 per hour

### *Equivalent to Residential Care Worker*

Jobs in the “Social Service” sector that are equivalent to a Residential Care Worker will be paid a wage rate equal to that of a Residential Care Worker. If the Parties cannot agree if a specific job is equivalent to a Residential Care Worker, Stephen Kelleher will act as an “Expedited Umpire” to determine if the position is or is not equivalent. In order to assist Mr. Kelleher, the Terms of Reference to determine equivalency should take into consideration similar:

- Education
- Experience
- Duties and Responsibilities
- Working Conditions
- Training

This process will apply until the issue of equivalency is established through the Job Evaluation Process.

The Parties agree that they will meet prior to ratification to identify, where possible, jobs that are equivalent to a Residential Care Worker. The Union agrees to provide to CSSEA specific job titles, agency names and job descriptions (where the Union has possession) where the Union believes the job is equivalent. The list is without prejudice to the job evaluation process.



## ADDENDUM

### *Equity Adjustments and Job Evaluation*

The purpose of this section is to set out a process and framework to achieve:

1. Wage parity with Community Health Workers;
2. Standardisation of wages in the Social Services Sector; and
3. Elimination of gender-based wage discrimination.

Recognising that wage inequities currently exist within the Social Services Sector and that Parties are committed to implementing equity changes as quickly as possible to eliminate the inequities, the Parties agree to the following:

- (a) The job evaluation plan will be developed as per the Memorandum of Agreement (Addendum - Job Evaluation Plan).
- (b) The Parties shall meet no later than April 1, 2000, to determine how the funds referred to in (d) below shall be applied using the job evaluation plan and the principle of addressing classifications with the largest disparities first as a guide for application.
- (c) Effective October 1, 1999, interim equity adjustment of 2.5% of straight-time salary payroll shall be applied in a manner that ensures a minimum of \$0.50/hour will be applied to all positions other than those which are RCW and equivalent positions. This application methodology provides limited flexibility to address particularly skewed hourly rates. This also provides certain RCW or equivalent positions interim equity adjustments in circumstances where they may not otherwise be entitled to adjustments pursuant to the Addendum - Interim Equity Wage Grid.
- (d) There will be equity adjustments effective as follows:

|                 |                                      |
|-----------------|--------------------------------------|
| October 1, 2000 | 2.5% of straight-time salary payroll |
| October 1, 2001 | 2.5% of straight-time salary payroll |
| October 1, 2002 | 2.5% of straight-time salary payroll |

## ADDENDUM

### *Job Evaluation Plan*

The Parties recognise that the Community Social Service Sector has unique characteristics. There is a need to ensure an appropriate job evaluation plan is in place, which reflects the organisation of the workplace and the manner in which work is provided in the sector.

The Parties shall establish a joint Union/CSSEA committee (or sectoral Union/Employer committee) comprised of representatives of the employees and Employers. CSSEA and the Union(s) will have an equal vote. The committee will be charged with developing a plan to achieve equity between jobs in the sector, with implementing the plan and with establishing a maintenance mechanism.

Recognising that this sector is composed of a significant diversity of wage rates and job titles, and that this is the initial step in an evolutionary process, the Community Social Services Job Evaluation Plan must reflect the following principles:

- early implementation
- easy to apply and administer
- explainable in non-technical terms
- fair and equitable
- logical and functional to users
- based on input from employees and Employers
- reflective of the organisation of the workplace
- gender neutrality

The joint committee shall be responsible for establishing terms of reference which achieve the foregoing principles and for the implementation including data gathering, establishing benchmarks, analysis and evaluation.

The committee may make recommendations to the Bargaining Principals on the distribution of funds which achieve the objectives of the foregoing principles.

The committee will attempt to resolve all issues within twelve (12) months of the date of signing of this Memorandum.

The Parties agree that the following will apply to the agreed-to job evaluation plan:

- The plan will be a quantitative point factor plan;
- Jobs will be described by the Employer in consultation with employees. Job descriptions will be reviewed by the joint committee and compared to agreed to benchmarks which have been developed for the sector and to the job evaluation plan;

- Job descriptions will be reviewed with the affected employee or a representative group of affected employees by the joint committee to ensure they fully describe the duties and responsibilities. Job descriptions will describe job duties and responsibilities as clearly and specifically as possible;
- Data gathering in the form of an open and closed ended questionnaire will be jointly conducted where necessary in order to prepare job descriptions;
- Duties and responsibilities may be changed by the Employer subject to the changes being properly documented in the job description and reviewed by the joint committee;
- Job descriptions will be evaluated and assigned a pay grade by the joint committee;
- Job descriptions which have been changed will be re-evaluated by the joint committee using the job evaluation plan;
- For the term of this Agreement, and notwithstanding the language in any Collective Agreement, there will be no appeal process respecting wage or classification issues which may arise out of application of the job evaluation process. Any issues, including appeals, which arise respecting the application of the plan may be forwarded to the joint committee for resolution until the maintenance mechanism is agreed and implemented.
- Employees shall not have their salary reduced as a result of implementation of the job evaluation plan;
- For the term of this Agreement only, incumbents whose job is reclassified downward shall receive all general wage increases.

#### Facilitation and Dispute Resolution

Where deemed necessary by either Party, Stephen Kelleher will assist the Parties in reaching agreement or, where resolution is not achieved, issue binding decisions where required.

Stephen Kelleher shall not have jurisdiction to render decisions on implementation of, or effective dates of, equity adjustments.

## ADDENDUM

### *Casual Employees*

1. (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 sixty (60) calendar days 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) educational leave relief;
  - (8) such other leave relief as 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 sixty (60) calendar days.
2. Casual employees shall be called to work in the order of their seniority provided they are capable of performing the work required to be done and provided that they are registered to work in a job classification applicable to the work required to be done. The only exception to the calling in of a casual employee in order of seniority is that newly hired casual employees will be allowed to work up to five (5) orientational shifts in total.

A casual employee shall be entitled to register for work in any job classification at any site in respect of which such employee meets the requirements of the classification within the site. Casual employees, in order of seniority, may request to be enrolled in one (1) additional site registry or exchange one (1) site registry for another on the adjustment date. The Employer will grant up to seven (7) of these requests per adjustment date so that the casual employees can be properly oriented to the shifts within the new site. This provision may be varied by mutual agreement between the Employer and the Union. Newly hired casuals may register in up to four (4) different sites prior to the above language taking effect for them.
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 sixty (60) calendar days, that position

shall be posted and filled pursuant to the provisions of Article 6.13(a) 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 revert to the casual list.
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
  - (1) Article 3 - Technological, Automation and Other Changes;
  - (2) Article 6 - Seniority, Articles 6.01, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, and 6.13(c);
  - (3) Article 7 - Leave of Absence; Articles 7.01, 7.02, 7.03, 7.05, 7.06, 7.07, and 7.08
  - (4) Article 8 - Hours of Work and Overtime; Articles 8.03 and 8.06(h) and (i);
  - (5) Article 9 - Statutory Holidays and Annual Vacations; Articles 9.03 and 9.04;
  - (6) Article 10 - Conditions of Employment, Article 10.03;
  - (7) Article 11 - General Provisions, Articles 11.03, 11.04, 11.08, 11.09, 11.11.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked, and upon written notification by the Union, the hours paid for Union business.
7. The Employer shall maintain:
  - (a) a master casual seniority list which shall include all casual employees listed in descending order of their seniority;
  - (b) a site classification registry for each job classification in which casual employees may be used. Each site classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

8. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall call, by telephone, only those casual employees who are registered at a site 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 site classification registry. Only one (1) call need be made to any one (1) 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, the next person on the list shall be called. Casuals being contacted by pager shall have five (5) minutes to respond before the Employer proceeds down the list. When called, casual employees shall advise the Employer of what other shifts they are scheduled to work around the time of the assignment offered.
  - (2) All such calls shall be recorded in a logbook 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 the person who made the call. In the event of a dispute, the Union shall have reasonable access to the logbook and shall be entitled to make copies.
  - (3) If the casual employee who is being called fails to answer or declines the invitation to work or is unable 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.
  - (4) All casual employees shall notify the Employer in writing ten (10) days prior to the beginning of each month of the days and times that they are not available for work.  
  
Where the employee fails to provide notice, the Employer shall not be obliged to call that employee until such notice is received.  
  
Any such employee who refuses an assignment on five consecutive occasions in a period during which they will be available to work may be terminated.
  - (5) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
9. Casual employees shall not be dismissed except for just and proper cause, subject to Sections 8 and 12(1).
10. 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.

11.
  - (1) The master casual seniority list and each site classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1<sup>st</sup>) pay period as at 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 (2) weeks of each adjustment date the Employer shall send to both an employee designated by the Union and the Secretary-Business Manager (in care of the applicable Hospital Employees' Union Regional office) of the Union a revised copy:
    - (a) of the master casual seniority list; and
    - (b) of each site classification registry maintained by the Employer.
12.
  - (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work.
  - (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 6.01 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 6.01.
13. 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 eight (8), which shall be deemed to be the number of days worked; and then
  - (2) taking the number of days worked derived under subsection (1) herein, multiplied by a factor of one point four (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.
  - (3) Upon return to work from receiving Workers' Compensation Benefits casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours

between the next lower position on the seniority list at the time the employee went off work. However, the hours shall be limited in order to retain the employee's relative position.

14. Casual employees shall receive ten point two percent (10.2%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.
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 zero point seven one four (0.714); and then
  - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of eight (8).
16. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
17. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14 and 15 shall not apply. Where the regular schedule of a part-time employee registered under this Section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work, except that where the assignment is longer than three (3) days the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-time Employees.

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



## ARTICLE 12 – EMPLOYMENT SECURITY – APPENDIX A

### *Policy Dispute Resolution Process – Employment Security*

The administrative process for the application of the Employment Security Agreement language on Dispute Resolution is as follows:

1. The Parties to this process are the Community Social Services Employers' Association, on behalf of Employers covered by the Employment Security language and each of HEU, HSA, CUPE and BCGEU.
2. If a difference arises between the Parties relating to the interpretation, application, operation or alleged violation of the ESLA which involves a policy issue or may have implications for other Parties to this Agreement, including whether a matter is arbitrable, the Parties directly affected by the difference shall meet to attempt to resolve the dispute at stage 3 of the grievance procedure.
3. If the dispute remains unresolved, any Party may submit the difference to Vince Ready as an expedited arbitrator within thirty (30) days of the stage 3 meeting.
  - (a) The Party submitting the difference to arbitration shall notify the other Parties to the Agreement through the use of the Expedited Arbitration Form which shall include:
    - (i) The name of the Union, facility, and individual(s) involved;
    - (ii) The date of the alleged incident;
    - (iii) Outline of the issue;
    - (iv) The remedy sought;
    - (v) The degree of urgency;
    - (vi) The procedure requested and rationale;
    - (vii) The name, address, and phone number of the contact person.
  - (b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.
  - (c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the Parties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process – Employment Security Agreement, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the pre-hearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other Parties to this Agreement, or whether the dispute should be handled in ESLA with the provisions of the expedited arbitration process.

The Parties agree that employees may file grievances related to the ESLA. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through

the following expedited process. Referrals to this process will be made within thirty (30) days of the stage 3 meeting.

1. The Parties agree that Colin Taylor, Heather Laing, Don Munroe and Judi Korbin are the expedited arbitrators for issues arising from the ESLA.
2. Either Party shall refer issues to the arbitrator utilising an Expedited Arbitration Form. The form will include the name of the Union, facility and individual(s) involved, the date of the alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.
3. The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.
4. The Parties will utilise their own current staff to present the arbitration.
5. Each presentation will be short and concise and not exceed two (2) hours in length per Party.
6. The Parties agree to limited use of authorities during their presentation.
7. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will become in accordance with section 103 of the Labour Relations Code.
8. Where a mediation fails or is not appropriate, a decision will be rendered on an agreed to form and faxed to the Parties within five (5) working days of the hearing.
9. All mediated resolutions or decisions of the arbitrators are 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. If the arbitrator or the Parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be referred back to the Parties for disposition in ESLA with the Policy Dispute Resolution Process.
11. It is understood that it is not the intention of either Party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the Labour Relations Code.

## ARTICLE 12 – EMPLOYMENT SECURITY - APPENDIX B

### *Region*

*From Vince Ready's June 16, 1993 Recommendations.*

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

1. The road distance between the employee's current workplace and the potential placement facility is:
  - (a) Group 1 – Within fifty (50) kilometres where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding University Hospital (Shaugnessy Site) which is included in Group 2 below, and all of Greater Victoria and all of the Saanich Peninsula.
  - (b) Group 2 – Within seventy-five (75) kilometres where the employee's current job is located in all other areas except for the above.
2. If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to the employee's present job.
3. In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by twenty (20) percent.
4. Notwithstanding the above:
  - (a) Where there are options, i.e. more than one position available at the same time, the HLAA shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one is near the limit of the region on one side of the employee's current Employer, and the employee's residence and the other placement option is on the other side of the current Employer, the HLAA would attempt to place the employee with the Employer nearest to the employee's residence.
  - (b) Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "region" with respect to that employee in order to increase potential placement opportunities.

**MEMORANDUM OF AGREEMENT**

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS LISTED IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

**Re: Contracting Out**

The Parties agree to discuss the feasibility of contracting in to the bargaining unit some types of work currently contracted out.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

***Re: Education and Training Programs***

Whereas the Parties recognise the value of in-service education:

The Parties agree that, upon the signing of the Collective Agreement, they will develop a joint proposal for the establishment of the necessary education and training programs.

And the Parties further agree that they will co-operate in seeking government funding for such programs.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS LISTED IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

**Re: *Employee Assistance Programs***

The Parties agree to review the feasibility of implementing an appropriate EAP Program prior to the expiry of this Collective Agreement.

The Parties will meet within sixty (60) days of the ratification of the renewed Collective Agreement for discussion.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF THE EMPLOYERS LISTED IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

**Re: Article 11.11 Group RRSP**

With respect to the Group RRSP proposed by the Employers on April 28, 1999, in order to ensure the timely establishment and implementation of a Group RRSP Plan for the benefit of employees in this sector, the Parties to this agreement agree that Manulife Financial will continue as the Transitional Plan Administrator/Fund Manager for all member agencies and their participating employees until the expiration of this Collective Agreement. Where an Employer already has a carrier, it will only be changed by mutual agreement. This Agreement is on a without prejudice basis as to the final decision of the Parties as to the jointly agreed-to plan carrier.

In order to facilitate an orderly and comprehensive review of all available options, the Parties shall establish a joint committee no later than October 1, 2000, to review the administration and performance of the Group RRSP and assess all available options. The Parties shall have equal representation on the Committee and shall develop terms of reference and review which are mutually acceptable. No later than the expiration of the Collective Agreement, the Parties shall agree to the selection of a mutually agreed upon carrier for the Group RRSP.

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**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS LISTED IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

***Re: Interim Funded Contracts – Job Postings***

The Parties agree on a without prejudice basis to any hearing or negotiation that:

The Employer shall have the ability to create temporary position(s) in order to be able to accommodate interim-funded contracts.

Regular employees who normally work at the specific site shall be offered the opportunity (at that site) to fill one-on-one interim-funded contracts in order of seniority. If a regular employee at the site does not accept, the Employer shall fill the position pursuant to the Collective Agreement. Such positions are to be posted for a maximum term of six (6) months.

At the end of the temporary term, the Employer will either:

- post a permanent position;
- end the term position; or
- extend the temporary term beyond six (6) months, provided the Union has been informed of the reason for the extension and agrees to the extension.

It is understood that if the interim-funded contract is deleted these temporary positions can be deleted by the Employer giving fourteen (14) days' notice to the employee in the temporary position.

At the end of the temporary term, or following fourteen (14) days' written notice from the Employer, the incumbent will return to their previous position.



The Employer, at any time, can decide to make these positions permanent, at which time fourteen (14) days' written notice will be given to the employee and the position re-posted as a permanent position.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS LISTED IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

**Re: Article 19 – Superior Benefits**

For the term of this Collective Agreement, where a Collective Agreement includes a superior or similar benefit or condition, such will be maintained until the corresponding provision in this agreement meets or exceeds the superior or similar benefit or condition. This includes but is not limited to:

- BC Medical
- Dental Plan
- Extended Health Plan
- Group Life Insurance
- Group RRSP
- Long Term Disability
- Sick Leave Provisions
- Annual Vacation Entitlement

Any disputes with respect to the interpretation of whether a particular benefit or condition is “superior” shall be referred to Don Munroe for resolution.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS LISTED IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

**Re: 24 Hour Live-in Shifts**

### **Purpose**

The purpose of this Memorandum is to modify the use of continuously scheduled twenty-four (24) hour live-in shifts. Employees who work shifts in excess of sixteen (16) hours and are paid at a flat rate for the whole shift, will also be covered by this Memorandum.

It is the aim of the Parties to make changes to these shifts with as little disruption as possible to clients and workers. The Parties further agree to set up a local transition committee to monitor and resolve any unforeseen issues from the implementation of these changes within the individual bargaining units.

### **Principles**

1. The Unions will provide a finite listing of the agencies that may qualify for a modification of the live-in shifts.
2. A phase-in period will be required to meet the conditions of the changes. Implementation will occur after the Employer has received the additional funding from the Ministry.
3. The rates of pay for the newly created position(s) will be consistent with the rates for the classification as evaluated in the job evaluation plan.
4. Upon completion staff will work an average of no more than forty (40) hours per week. Hours of work will be paid on a straight-time hourly basis in accordance with the Collective Agreement.
5. Staff currently working in twenty-four (24) hour shifts will be offered the newly created positions prior to the positions being posted.
6. The Parties will review the Collective Agreements of the Bargaining units affected by the modification of twenty-four (24) hour shifts and will make any required changes to those Collective Agreements.

**Transition – Twenty-four (24) Hour Live-in Shifts**

The Parties will set up local transition committees to implement the transition to straight-time hourly rates. Upon completion of the transition, employees should work an average of no more than forty (40) hours per week.

The total phase-in period will take no more than six (6) months from the date of ratification, except Developmental Disabilities Association will take no more than twelve (12) months from the date of ratification.

**Flat Rate Shifts**

For all employees working shifts which are compensated on a daily flat-rate basis, these shifts will be converted to an hourly equivalent for the purposes of calculating applicable changes to compensation.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

CONTINUING SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

**Re: *Practicum Students***

Whereas the Parties are desirous of supporting practicum students, provided that these students are additional to the Employer's regular number of regular full-time, regular part-time and casual positions and, provided further persons under this program will not cause the dismissal, layoff, or reduction in hours or period of work of any existing employees of the Employer, and provided further that no employee of the Employer is on layoff status within the meaning of the Collective Agreement.

It is therefore understood and agreed:

- (1) The persons under the program shall be in positions that are in addition to the Employer's regular number of regular full-time, regular part-time and casual positions.
- (2) The persons under the program shall not cause the dismissal, layoff or reduction in the hours or period of work of any existing employees within the Employer.
- (3) The Employer, at the request of the Union and within five (5) days of such request, shall provide the Union with a detailed listing of job duties assigned to any practicum student. In the event the Employer fails to meet such request within the time limit specified herein, the Union may seek remedy.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF EMPLOYERS IN THE DEFINITION

and

HOSPITAL EMPLOYEES' UNION

on behalf of

BELLIS SUPPORT SERVICES

**Re: *Bellis Support Services Collective Agreement***

1. Subject to ratification vote of Bellis Support Services and HEU membership at Bellis Support Services, the above Parties agree to the terms of the Standard HEU Collective Agreement and the contents of this document as the first Collective Agreement.
  - a) Wages, as per the wage addendum, shall be retroactive to the date of certification (September 22, 2000).
  - b) Employees shall receive a two percent (2%) general wage increase retroactive to September 22, 2000.
  - c) The two percent (2%) general wage increase on April 1, 2000 shall be effective October 1, 2000.
  - d) The Parties agree that the current classification of Residential Care Giver is Resident Care Worker (RCW) or equivalent. This is without prejudice to the Job Evaluation Plan.
  - e) The cost provisions of the Collective Agreement, including wages, will be implemented when the Employer received the funding from government. The exception is the Health and Welfare Plan and the RRSP (see item eight [8] following).
  - f) As soon as possible, but no later than forty-five (45) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
  - g) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days of receipt of the costing information from the Employer.
  - h) The Medical Plan, Extended Health Care, Dental Plan, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and

implementation of the RRSP will be effective the first day of the month following the date of ratification.

- i) All Health and Welfare benefit plan improvements will be subject to six (6) month delayed effective dates, up to and including March 31, 2000. As of April 2, 2001, effective date shall be as agreed in the HEU Standard Collective Agreement.
  - j) Employees shall be eligible for equity adjustments on the agreed to effective dates as per the Standard Collective Agreement.
  - k) The following documents shall considered as attachments to the Collective Agreement:
    - (i) Re: Banked Annual Vacation
    - (ii) Re: Sick Leave
    - (iii) Re: Shift Schedule Sub-committee
    - (iv) Re: Wage Schedule
    - (v) Re: Residential Manager/Contractor
  - l) The Employer will notify eligible employees in writing by registered mail to their last known address, that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
  - m) Bellis Support Services will be added to the list of fifteen (15) Employers who are included in the Definitions section of the Standard Collective Agreement negotiated through large table bargaining in the event there is a ruling, regarding Bellis, that dictates this action or in such event that this course of action is the negotiated resolution of the CSSEA/HEU dispute surrounding this issue.
  - n) All other provisions of the Collective Agreement will be effective from the date of ratification forward.
  - o) The Union agrees without prejudice to the implementation dates for vacation, sick leave, RRSP and other cost items besides those for wages, equity and Health and Welfare benefits as contained in this document.
2. Banked Annual Vacation
- Annual vacation banked at December 31, 2000 must be taken prior to December 31, 2001. The vacation pay for the banked annual vacation will be at the employee's rate of pay at September 22, 2000.
3. Sick Leave
- Banked sick leave will be carried forward based on the following formula:

|  |                          |
|--|--------------------------|
| <u>Total cash value of banked sick leave at Sep. 22/00</u>                         | number of days of banked |
| Cost of one (1) day of sick leave as of the date of ratification of this agreement | sick leave               |

4. Shift Schedule Sub-committee

The Shift Schedule Sub-committee will discuss the replacement shift schedule to address breaks between shifts that are less than twelve (12) hours.

The Committee will include up to two (2) representatives of Management and two (2) employee representatives of the Union.

The purpose of the Committee will be to reach consensus on the new schedule.

In the absence of consensus, the provisions of Article 6.13(b) of the Collective Agreement will prevail.

The Committee will also address the payday (semi-monthly or bi-weekly) with the purpose of reaching consensus on the payday.

5. Resident Manager/Contractor

The Resident Manager/Contractor will work with clients as they have done in the past. This includes, but is not limited to, periods when clients are on trips or outings. This practice will not result in a reduction in the work performed by members of the Bargaining unit.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF COASTAL MOUNTAIN CHILD AND YOUTH SERVICES

and

HOSPITAL EMPLOYEES' UNION

***Re: Coastal Mountain Child and Youth Services Collective Agreement***

Coastal Mountain Child and Youth Services agrees to the terms of this Memorandum effective February 1, 2000. Coastal Mountain Child and Youth Services is not liable for anything in the Collective Agreement or this memorandum prior to that date.

Subject to ratification vote of Coastal Mountain Child and Youth Services and the HEU membership at Coastal Mountain Child and Youth Services, the above Parties agree to the terms of the Standard HEU Collective Agreement and the contents of this document as the first Collective Agreement.

- (1) Wages, as per the wage addendum, shall be retroactive to the date of certification, (October 22, 1999)
- (2) Employees shall receive a two percent (2%) general wage increase retroactive to October 22, 1999, (Date of certification)
- (3) The two percent (2%) general wage increase on April 1, 2000 shall be effective October 1, 2000.
- (4) The Parties agree that the classification of Youth Worker is Resident Care Worker or equivalent. This is without prejudice to the job evaluation plan. The exception is the sleep shift, which is paid as per the Wage Addendum.
- (5) The cost provisions of the Collective Agreement, including wages, will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Plan and RRSP (see Item 7 following).
- (6) Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
- (7) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days of ratification. In the event CSSEA has not provided to the Ministry the costing information within sixty (60) days, the HEU and CSSEA will meet to see what will need

- to occur to speed up the process.
- (8) The Medical Plan, Extended Health Care, Dental Plan, Group Life Insurance, Long Term Disability and implementation of the RRSP will be effective the first day of the month following the date of ratification.
  - (9) All Health and Welfare benefit plan improvements will be subject to six (6) month delayed effective dates, up to and including March 31, 2001. As of April 1, 2001, effective dates shall be as agreed in the Standard HEU Collective Agreement.
  - (10) Employees shall be eligible for equity adjustments on the agreed-to effective dates as per the Standard HEU Collective Agreement.
  - (11) The Employer will notify eligible employees, in writing by registered mail to their last known address, that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
  - (12) Coastal Mountain Child and Youth Services will be added to the list of fifteen (15) employers who are included in the Definitions section of the Standard HEU Collective Agreement negotiated through large table bargaining. It is understood that the Employer is not agreeing from the purpose of future collective bargaining to be a party to a multiple-Employer bargaining unit, and retains its right to engage in future collective bargaining separately with the HEU.
  - (13) All other provisions of the Collective Agreement will be effective from the date of ratification forward.
  - (14) The Union agrees without prejudice to the implementation dates for vacation, sick leave, RRSP and other cost items besides those for wages, equity and health and welfare benefits as contained in this document.
  - (15) The holder of the service contract with MCF (Les Thibedau) will continue to periodically engage in client counselling, as he has in the past. He will also continue to meet with agency representatives, as he has done in the past.
- The practice will not result in a reduction in the work performed by members of the bargaining unit.
- (16) A shift schedule sub-committee will discuss the replacement shift schedule that will be put in place on the elimination of twenty four (24) hour shifts.
  - (17) Current Work Schedules/Extended Hours
    - (a) The following is a “without prejudice” agreement regarding the current work schedules for employees at Ypres House:
      1. The parties agree that the work schedules agreed to are on an incumbent only basis.

- 2. Any vacated position following this agreement will be subject to the posting provisions in the Collective Agreement.
- 3. The above notwithstanding, the parties shall meet to discuss any changes to the agreed-to work schedule.

(b) Re: Article 8.03(d)

The parties agree on an incumbent only basis that, provided the incumbent (Morag Hill) remains in her current scheduled position and agrees to continue working with less than twelve (12) hours and no less than eight (8) hours off between shifts, the Employer shall not be requested to pay overtime.

(c) Overtime does not apply until after the scheduled shifts (sixteen [16] hours per day)

(d) A "day" is equivalent to eight (8) hours. As an example, three (3) days' compassionate leave are equivalent to twenty-four (24) hours paid (3 x 8 = 24).

(e) There will be no additional cost to the Employer as a result of the extended hours schedule.

(18) Wage Rates

**COASTAL MOUNTAIN CHILD AND YOUTH SERVICES**

|                | <b>Current</b> | <b>Oct 22/99</b> | <b>Oct 1/00</b> | <b>Aug 16/ 01</b> | <b>Oct 1/01</b> | <b>Oct 1/02</b> |
|----------------|----------------|------------------|-----------------|-------------------|-----------------|-----------------|
| RCW            | \$11.30        | \$11.53          | \$15.81         | \$15.81           | \$16.32         | \$16.83         |
| Sleep Position |                |                  |                 | \$12.75           | \$12.75         | \$12.75         |
| Start          | \$ 8.80        | \$ 8.98          | \$ 9.67         | -                 | -               | -               |
| After 1 year   | \$ 8.90        | \$ 9.08          | \$ 9.77         | -                 | -               | -               |
| After 2 years  | \$ 9.00        | \$ 9.18          | \$ 9.87         | -                 | -               | -               |
| After 3 years  | \$ 9.10        | \$ 9.28          | \$ 9.98         | -                 | -               | -               |

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
ON BEHALF OF COMMUNITY CONNECTIONS ENTERPRISE (LANDS END)

and

HOSPITAL EMPLOYEES' UNION

***Re: Community Connections Enterprises Superior Benefits or Conditions***

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

- 1. Transportation Allowance Article 11.15

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."

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

BECON SUPPORT SERVICES  
(formerly CORNERSTONE COMMUNITY SERVICES SOCIETY  
AND CONNELL SERVICES LTD.)

and

HOSPITAL EMPLOYEES' UNION

- A. It is hereby agreed to with this Memorandum of Agreement that the following conditions shall apply:
1. Memorandum of Agreement between Connell Services LTD and HEU Re: Superior Benefits or Conditions (Excursions) will be deleted.
  2. Memorandum of Agreement between Cornerstone Community Services and HEU Re: Article 8.02 – Extended Hours – will also apply to Connell Services with the exception of the following three incumbents, Bill Warde, Louis De Sousa, Ailsa Lenk.
  3. Memorandum of Agreement between Cornerstone Community Services Society and HEU Re: Superior Benefits or Conditions (Article 9.01 – Statutory Holidays, Employee Assistance Programme, Vacation Entitlement) will also apply to Connell Services LTD with the exception of point #4 which will be eliminated.
  4. Memorandum of Agreement between Rhonda Connell and HEU Re: Managing Contractor – Incumbent Only – will be deleted.
  5. The Connell Managers will be excluded on the understanding that the current front line hours done by them will not be increased.
  6. The parties agree the Short Term Indemnity Plan will cover either all of the regular employees or be eliminated for those who currently have it. This decision will be made prior to April 1, 2002.
  7. The seniority for the two bargaining units will be dovetailed. Any employee working at both sites will have their seniority added together up to the equivalent of a full-time employee.

These conditions will become effective the date that Cornerstone and Connell merge into Becon Support Services Ltd. On April 1, 2002 and are subject to ratification by HEU at the two bargaining units.

B. These conditions vary the following memorandums:

1. **Re: *Connell Services Ltd. Revisions***

Managing Contractor – Incumbent Only

The Parties agree on a without prejudice basis to other Employers, that the position and duties of the current Managing Contractor, as they exist at September 21, 1995, are excluded from the bargaining unit. The current duties are the morning shift of four (4) hours, relief shifts of House Coordinators, and relief shifts of other positions, only after relief options have been exhausted under Article 6.13(c) and the Casual Addendum, and working with a particular client who requires behavioural management, where it does not result in cancelling a scheduled shift.

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

- a) Article 11.15 – Transportation Allowance  
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."
- b) Article 11.16 - Excursions  
Employees shall receive sixteen (16) hours pay plus four (4) hours lieu time for twenty-four hour (24) period.

2. **Re: *Cornerstone Community Services Society Revisions***

- a) Article 8.02 – Extended Hours  
The Parties agree to negotiate memoranda of agreement regarding Extended Hours at no additional cost to the Employer.

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

- a) Article 9.01- Statutory Holidays – premium pay shall be double time for Christmas and New Years Day.
- b) Article 9.02 – Vacation Entitlement – employees with five (5) years to seven (7) years of continuous service, shall have twenty (20) work days based on eight percent (8%) of straight time earnings.
- c) Article 11.15 – Transportation Allowance  
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."

- d) The Employer will provide an Employee Assistance Plan.

**SIGNED ON BEHALF OF THE UNION**

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**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

CRANBROOK SOCIETY FOR COMMUNITY LIVING

and

HOSPITAL EMPLOYEES' UNION

**Re: *Cranbrook Society for Community Living Revisions***

**1. Article 7 – Educational Leave**

Subject to prior approval by the Employer, an employee may be granted leave without pay to take work-related courses in which the employee wishes to enrol.

When such leave is granted to a full-time regular employee, the Employer will pay one-half ( $\frac{1}{2}$ ) of the total cost of the tuition and registration fees. Upon successful completion, the Employer will reimburse the employee the remaining one-half ( $\frac{1}{2}$ ) of the tuition and registration fees.

When such leave is granted to a part-time regular employee, the Employer will pay one-quarter ( $\frac{1}{4}$ ) of the cost of the tuition and registration fees. Upon successful completion, the Employer will reimburse the employee another one-quarter ( $\frac{1}{4}$ ).

Should an employee terminate his/her employment for any reason during the six (6) month period following completion of the course, the employee shall reimburse the Employer for all expenses incurred by the Employer (e.g. tuition and registration).

**2. Article 8 – Letter of Understanding – Fixed Shifts – 4<sup>th</sup> Street Site Only**

The Employer agrees to continue the practice of hiring employees who work specific fixed shifts (i.e. four [4] on/two [2] off days) or afternoons and employees shall not be required to work during any hours but those for which they were hired to work.

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

Notwithstanding the above, the Employer may reschedule an employee to work on a shift other than the employee's regular fixed shift in the event of emergencies or by mutual agreement.

**3. Article 9.01 – Banking Statutory Holiday Lieu Days**

Employees shall be allowed to bank statutory holiday lieu days. Such banked days must be taken within ninety (90) days of being earned, at a mutually agreed to time or they will



be scheduled by the Employer. Employees may choose to be paid out for a maximum of three (3) statutory holiday lieu days per year. Banked days and paid out days shall be considered as days scheduled off from work, for the purposes of Article 8.02.

4. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

a) Article 11.15 – Transportation Allowance

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.”

b) Shift Premiums

The Parties agree without prejudice to any other hearings or negotiations between different Parties, that employees working the afternoon shift i.e., 3 p.m. to 11:00 p.m. shall receive \$0.15 cents per hour for the entire shift worked and employees working the night shift; 11 p.m. to 7 a.m. shall receive \$0.90 cents per hour for the entire shift worked.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

CROSSROADS HUMAN SERVICES LTD.

and

HOSPITAL EMPLOYEES' UNION

**Re: *Crossroads Human Services Ltd. Superior Benefits or Conditions***

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

1. Article 9.01 – Vacation Entitlement  
Employees with five (5) years to seven (7) years of continuous service, shall have twenty (20) work days based on eight percent (8%) of straight time earnings.
  
2. Article 11.15 – Transportation Allowance  
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.”

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

GO GREEN WORKSHOP CENTRE

and

HOSPITAL EMPLOYEES' UNION

**Re: Go Green Workshop Centre Collective Agreement**

- 1. Go Green Workshop Centre are Party to the HEU /CSSEA Standard Collective Agreement (1998-2003).
- 2. All employees within the Hospital Employees' Union Bargaining unit will receive a three percent (3%) general wage increase retroactive to the date of certification (November 12, 1997) and all subsequent increases according to the mediator's recommendations.

| <b>Title</b> | <b>Nov 12/97</b> | <b>Apr 1/98</b> | <b>Oct 1/99</b>                 |
|--------------|------------------|-----------------|---------------------------------|
| CSW2         | \$14.57          | \$14.57         | minimum<br>\$0.50/hour increase |
| CSW1         | \$13.13          | \$14.45         | \$15.00                         |
| Casuals      | \$12.10          | *               |                                 |

\* Casual rate is eliminated effective April 1, 1998.

- 3. The Employer will notify eligible past employees, in writing by registered mail, to their last known address that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
- 4. The effective date for health and welfare benefit plans shall be the first day of the month following the date of ratification of this agreement.
- 5. The Parties agree that the classification of CSW1 is RCW or equivalent.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

GREG ALLEN’S CIRCLE OF LIFE SOCIETY

and

HOSPITAL EMPLOYEES’ UNION

**Re: *Greg Allen’s Circle of Life Society Collective Agreement***

1. Effective December 1, 1999, Greg Allen’s Circle of Life Society agrees to the CSSEA/HEU Standard Collective Agreement. Greg Allen’s Circle of Life Society is not liable for anything in the Collective Agreement prior to that date.
2. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

Article 11.15 – Transportation Allowance

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.”

**SIGNED ON BEHALF OF THE UNION**

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## MEMORANDUM OF AGREEMENT

between

INDEPENDENT LIVING HOUSING SOCIETY OF GREATER VICTORIA

and

HOSPITAL EMPLOYEES' UNION

***Re: Independent Living Housing Society of Greater Victoria Superior Benefits or Conditions***

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

**1. Article 7.07 Special Leave – Until March 31, 2002**

Regular employees who have completed the probationary period shall, upon written application approved by the Employer, be entitled to leave of absence without loss of pay, seniority, and all benefits in the following circumstances:

- (a) Marriage Leave – three (3) days
- (b) Paternity Leave – (Birth of Child) – one (1) day.
- (c) Attend formal hearings to become a Canadian citizen – one (1) day.

**2. Effective April 1, 2002**

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at his/her regular rate of pay to a maximum of ten (10) days per year for the following:

1. Marriage of the employee – five (5) days;
2. Birth or adoption of the employee's child – one (1) day
3. Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member – up to two (2) days
4. Attend formal hearings to become a Canadian citizen – one (1) day.

**3. Article 11.15 – Transportation Allowance**

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."

**4. Article 9.01 Statutory Holidays**

The premium pay for working on a statutory holiday, shall be at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

J. GARNONS WILLIAMS LTD.

and

HOSPITAL EMPLOYEES' UNION

**Re: *J. Garnons Williams Ltd. Revisions***

1. Article 9.01 – Banking Statutory Holiday Lieu Days  
Employees shall be allowed to bank statutory holiday lieu days. Such banked days must be taken within ninety (90) days of being earned, at a mutually agreed to time or they will be scheduled by the Employer. Employees may choose to be paid out for a maximum of three (3) statutory holiday lieu days per year. Banked days and paid out days shall be considered as days scheduled off from work, for the purposes of Article 8.02.
2. Article 8.02 – Hours of Work  
The hours of work for each regular full-time employee at Focus Program, exclusive of meal periods, shall be seven point five (7.5) hours per day (average thirty-seven point five [37.5] hours per week).
3. Article 11.09 – Health and Welfare Benefits  
Where a job posting of three (3) months or longer is filled by a casual employee under Section 3, he/she will be entitled to the Health Care Premiums as outlined in Article 11.09(a) and (b), as long as the hours of the position are twenty (20) hours or more per week.
4. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.
  - a) Article 9.01 – Vacation Entitlement  
Employees with five (5) to seven (7) years of continuous service shall receive twenty (20) work days based on eight percent (8%) of straight time earnings.

- b) **Article 11.15 – Transportation Allowance**  
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.”

**SIGNED ON BEHALF OF THE UNION**

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**MEMORANDUM OF AGREEMENT**

between

KARDEL CONSULTING SERVICES INC.

and

HOSPITAL EMPLOYEES' UNION

**Re: *Kardel Consulting Services Inc. – Superior Benefits or Conditions***

- 1. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

**Transportation Allowance - Article 11.15**

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 recognise 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."

**SIGNED ON BEHALF OF THE UNION**

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**MEMORANDUM OF AGREEMENT**

between

KDJ ALLIANCES HOLDINGS LTD.  
(Bieringer)  
and

HOSPITAL EMPLOYEES' UNION

**Re: Revisions**

1. Article 9.01 – Banking Statutory Holiday Lieu Days  
Employees shall be allowed to bank statutory holiday lieu days. Such banked days must be taken within ninety (90) days of being earned, at a mutually agreed time or they will be scheduled by the Employer. Banked days shall be considered as days scheduled off from work, for the purposes of Article 8.02.
  
2. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

Article 11.15 - Transportation Allowance

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."

**SIGNED ON BEHALF OF THE UNION**

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## MEMORANDUM OF AGREEMENT

between

KDJ ALLIANCES HOLDINGS LTD.  
(Burlwood Place and Lost Lake House)  
and

HOSPITAL EMPLOYEES' UNION

**Re: *KDJ Alliances Holdings Ltd. Collective Agreement***

Subject to the ratification vote of KDJ Alliances Holdings Ltd. and the HEU membership at Burlwood Place and Lost Lake Home, the above Parties agree to the terms of the Standard HEU Collective Agreement and to the contents of this document as the Collective Agreement.

- (1) Wages, as per the wage addendum, shall be retroactive to the date of the variance of the certification. (March 31, 2000)
- (2) Employees shall receive a two percent (2%) general wage increase, retroactive to March 31, 2000.
- (3) The two percent (2%) general wage increase on April 1, 2000 shall be effective October 1, 2000.
- (4) The Parties agree all employees are Resident Care Workers or equivalent. This is without prejudice to the job evaluation plan.
- (5) The cost provisions of the Collective Agreement, including wages, will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Plan (see Item 7 following).
- (6) Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
- (7) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days after receipt of costing information from the Employer.
- (8) The Medical Plan, Extended Health Care, Dental Plan, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and implementation of the RRSP will be effective the first day of the month following the date of ratification.
- (9) All Health and Welfare benefit plan improvements will be subject to six (6) month delayed effective dates, up to and including March 31, 2001. As of April 1, 2001, effective dates shall be as agreed in the Standard HEU Collective Agreement.

- (10) Employees shall be eligible for equity adjustments on the agreed to effective dates as per the Standard HEU Collective Agreement.
- (11) The Employer will notify eligible employees, in writing by registered mail to their last known address, that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
- (12) Effective October 1, 2000, the RCW hourly rate is payable for all hours of a twenty-four (24) hour shift, if such shifts are still in place.
- (13) All other provisions of the Collective Agreement will be effective from the date of ratification forward.
- (14) The Union agrees without prejudice to the implementation dates for vacation, sick leave, RRSP, and other cost items besides those for wages, equity and health and welfare benefits as contained in this document.
- (15) Without prejudice to the Union, the effective dates of annual vacation, sick leave, RRSP, and other cost items which are not wages shall be as per the memorandum of agreement.
- (16) Resident Manager at Burlwood Place

The Resident Manager duties include work normally done by members of the bargaining unit. No bargaining unit employee will lose hours as a result of this practice, and the hours of such work will not increase above proposed levels, that is thirty-six (36) hours per week as per the schedule.

- (17) Elimination of 24-Hour Live-In Shifts

Positions which are created as a result of the elimination of the twenty-four (24) hour shifts at Burlwood Place will be posted and filled in the following order of priority:

1. Regular Burlwood Place employees
2. Regular Lost Lake Home employees
3. Casual employees at Burlwood Place and Lost Lake Home
4. All other employees

- (18) 24-Hour Shifts

- (a) Calculate the hourly rate based on the current flat rate, divided by twenty-four (24) hours.
- (b) March 31, 2000 – September 30, 2000: increase this rate by two percent (2%).

- (c) October 1, 2000: pay twenty-four (24) hours at the RCW rate (i.e. fifteen dollars and eighty-one cents [\$15.81]).

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE  
EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

NAMASTE TRANSITION TO COMMUNITY SOCIETY

and

HOSPITAL EMPLOYEES' UNION

**Re: Terms of Settlement**

Subject to ratification vote of Namaste Transition To Community Society and HEU membership at Namaste Transition To Community Society, the above Parties agree to the terms of the Standard HEU Collective Agreement and the contents of this document as the first Collective Agreement.

1. Wages, as per the wage addendum, shall be retroactive to the date of certification, September 30, 1999.
2. Employees shall receive a two percent (2%) general wage increase retroactive to the date of certification, September 30, 1999.
3. The two percent (2%) general wage increase on April 1, 2000 shall be effective October 1, 2000.
4. The cost provisions of the Collective Agreement, including wages and Employment Security, will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Plan and the RRSP (see Items 5 and 6 following).
5. The Medical Plan, Extended Health Care, Dental Plan, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and implementation of the RRSP will be effective the first day of the month following the date of ratification.
6. The effective date of all Health and Welfare benefit plan improvements will be subject to a six (6) month delay, up to and including March 31, 2001. As of April 1, 2001, effective dates shall be agreed in the HEU Standard Collective Agreement.
7. Employees shall be eligible for equity adjustments on the agreed to effective dates as per the Standard Collective Agreement.
8. The Parties agree all employees are Resident Care Workers or equivalent. This is without prejudice to the job evaluation plan.
9. Re: Article 9.02 – Vacation, as a result of the adoption of the “new” accumulation period

(July 1 to June 30), any current employee who would not be entitled to two (2) weeks' vacation in 2001 will be entitled to receive two (2) weeks with four percent (4%) of the employee's regular earnings in the year 2001. The employee will reimburse the Employer in a period not to exceed five (5) years from the employee's enhanced vacation entitlement. If the employee leaves the employment of the Employer prior to reimbursing the Employer, the Employer will deduct all outstanding dollars owing from the employee's final pay cheque.

10. Re: Article 11.03 – Sick Leave, sick leave credits will commence July 1, 2000 (11.03[a]). Employees granted sick leave credits January 1, 2000 will have one half (½) of their entitlement, less any days used between January 1, 2000 and June 30, 2000 credited to their sick bank. Any sick leave taken July 1, 2000 to February 28, 2001 will be deducted from the bank.
11. Re: Special Leave, this Memorandum of Agreement will expire March 31, 2002. Incumbent regular employees, as of the date of ratification, September 30, 1999, will be entitled to one (1) day from work with no loss of pay to coincide with the birth of an employee's child.

Employees Mel Cardy and Ryan Keller will be entitled to three (3) days of leave with no loss of pay, to coincide with the marriage of the named employees.

12. Re: Party to the Standard HEU Collective Agreement, the Employer, by becoming a party to the existing Standard Agreement for the term thereof, is not agreeing, for purposes of future collective bargaining, to be part of a multi-Employer bargaining unit, and retains its right to engage in future collective bargaining separately with the HEU.
13. Re: Article 4.10 – Industry Troubleshooter, for the duration of the present Collective Agreement (expiring March 31, 2003), Article 4.10 (Industry Troubleshooter) shall only be invoked by mutual agreement. It is expressly understood that this Memorandum of Agreement shall expire on the last day the present Collective Agreement is in effect, and shall be deemed not to have been renewed for any succeeding Collective Agreement unless the Parties specifically agree to such renewal.
14. Re: Retroactivity and Adjustments, the compensation provisions of the Collective Agreement will be implemented as soon as possible and no later than within one (1) pay period of the Employer receiving the required funding from the funding ministry.

The exception is the Health and Welfare Plans that will be effective on applicable dates.

15. Re: Commitment to Secure Funds, the purpose of this Memorandum is to establish a commitment to secure funds for Namaste Transition to Community Society and the HEU bargaining unit. This Memorandum of Agreement will be in place on the date of ratification.
  - (a) The compensation provisions of the Collective Agreement will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Plan, which will be implemented on the first of the month following

ratification.

- (b) Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
- (c) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days after receipt of costing information from the Employer. In the event CSSEA has not provided to the Ministry the costing information within sixty (60) days, the HEU and CSSEA will meet to see what will need to occur to speed up the process. If a further delay of greater than thirty (30) days is anticipated, the HEU retains its right to implement point number 15(d) of this Memorandum of Agreement.
- (d) The HEU agrees that grievances, with the exception of an all-employee grievance, shall not be filed in regards to the monetary package, due to any delay in securing funds.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

PAMELA’S HOME SOCIETY

and

HOSPITAL EMPLOYEES’ UNION

**Re: Pamela’s Home Society Collective Agreement**

- 1. The following proposal is to address all outstanding bargaining issues for Pamela’s Home Society for the term expiring March 31, 2003.

Subject to the ratification by the group of 15 of the CSSEA/HEU standard Collective Agreement, the Parties agree to include Pamela’s Home Society as a Party to the standard agreement, including the mediator’s recommendations, with the following amendments:

**Wage Schedule**

The revised wage schedule below reflects a 3% increase as of date of certification.

The Employer shall notify eligible past employees, in writing, to their last known mailing address that retroactivity is payable upon written application within sixty (60) days of the notice.

- 2. **Superior Benefits**

Article 9.02 – Vacation (Supervisor)

The Supervisor shall be credited for and granted vacation as follows:

Five (5) to six (6) years of continuous service.....twenty (20) days (8% vacation pay)

- 3. **Family Time**

It is understood that family time consists of time when Pamela is with her family and no staff are scheduled to work. Family time is one weekend each month, except during each of Christmas and Easter time when Pamela is with her family for up to an additional three (3) days over the holiday period.

4. **Extended Hour Shifts – Community Support Workers**

The Parties hereby agree that:

1. The hours of work shall consist of not more than twelve (12) consecutive hours per shift on Saturdays, Sundays, and statutory holidays.
2. Overtime shall be calculated on the employee’s hourly rate of pay and shall apply for work in excess of twelve (12) hours per day, and in excess of forty (40) hours per week.
3. There shall be a minimum of two (2) consecutive days off, excluding statutory holidays per work week.

5. **Grievance Procedure (4.06)**

It is agreed by the Parties that the initial discussion (Step A) of a grievance may take place with the immediate supervisor or, if necessary, with the Board of Directors. Following Step A, the Board of Directors is the only appropriate Employer representative to handle a grievance.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

PEERS SUPPORT SERVICES

and

HOSPITAL EMPLOYEES' UNION

**Re: *Peers Support Services Collective Agreement***

1. Subject to ratification vote of Peers Support Services and HEU membership at Peers Support Services, the above Parties agree to the terms of the Standard HEU Collective Agreement and the contents of this document as the first Collective Agreement.
  - (a) Wages, as per the wage addendum, shall be retroactive to the date of certification, (September 30, 1999).
  - (b) Employees shall receive a two percent (2%) general wage increase retroactive to September 30, 1999.
  - (c) The two percent (2%) general wage increase on April 1, 2000 shall be effective October 1, 2000.
  - (d) The Parties agree that the current classifications of Residential Counselor and Residential Service Worker are Resident Care Worker (RCW) or equivalent. This is without prejudice to the Job Evaluation Plan.
  - (e) The cost provisions of the Collective Agreement, including wages, will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Plan and the RRSP (see Item 7 following).
  - (f) Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
  - (g) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days of receipt of the costing information from the Employer.
  - (h) The Medical Plan, Extended Health Care, Dental Plan, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and implementation of the RRSP will be effective the first day of the month following the date of ratification.
  - (i) All Health and Welfare benefit plan improvements will be subject to six (6)

month delayed effective dates, up to and including March 31, 2001. As of April 1, 2001, effective dates shall be as agreed in the HEU Standard Collective Agreement.

- (j) Employees shall be eligible for equity adjustments on the agreed to effective dates as per the Standard Collective Agreement.
- (k) The following documents shall be considered as attachments to the Collective Agreement.
  - (i) Re: Residential Manager
  - (ii) Re: Banked Annual Vacation
  - (iii) Re: Sick Leave
  - (iv) Re: Resident Supervisor
  - (v) Re: Shift Schedule Sub-Committee
  - (vi) Re: Wage Schedule
- (l) The Employer will notify eligible employee, in writing by registered mail to their last known address, that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
- (m) Peers Support Services will be added to the list of fifteen (15) Employers who are included in the Definitions section of the Standard HEU Collective Agreement negotiated through large table bargaining in the event there is a ruling, regarding Peers, that dictates this action or in such event that this course of action is the negotiated resolution of the CSSEA / HEU dispute surrounding this issue.
- (n) All other provisions of the Collective Agreement will be effective from the date of ratification forward.
- (o) The Union agrees without prejudice to the implementation dates for vacation, sick leave, RRSP and other cost items besides those for wages, equity and health and welfare benefits as contained in this document.

## 2. Residential Manager

The Resident Manager will work with clients as she has done in the past. This includes, but is not limited to, periods when clients are on trips or outings. This practice will not result in a reduction in the work performed by members of the bargaining unit.

## 3. Banked Annual Vacation

Annual vacation banked at December 31, 1999 must be taken prior to December 31, 2000. The vacation pay for the banked annual vacation will be the employee's rate of pay as at September 29, 1999.

4. Sick Leave

Banked sick leave will be carried forward based on the following formula:

$$\frac{\text{Total cash value of banked sick leave at Sep. 29/99}}{\text{Cost of one (1) day of sick leave, as of the date of ratification of this agreement}} = \text{Number of days of banked sick leave}$$

5. Resident Supervisor

Without prejudice to the Union, the position of Resident Supervisor will be excluded from the bargaining unit. For the term of this agreement there will be no increase in the bargaining unit work performed by this position.

6. Shift Schedule Sub-committee

A Shift Schedule Sub-committee will discuss the replacement shift schedule that will be put in place on the elimination of twenty-four (24) hour shifts.

The Shift Schedule Sub-committee will also discuss the replacement shift schedule to eliminate breaks between shifts that are less than twelve (12) hours.

The Committee will include up to two (2) representatives of management and two (2) employee representatives of the Union.

The purpose of the Committee will be to reach consensus on the new schedule.

In the absence of consensus, the provisions of Article 6.13(b) of the Collective Agreement will prevail.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

**RODERICK ST. JACQUES SOCIETY**

and

**HOSPITAL EMPLOYEES' UNION**

***Re: Roderick St. Jacques Society Superior Benefits or Conditions***

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

- (1) **Article 11.15 – Transportation Allowance**  
 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 recognise 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.”

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

SALT SPRING ISLAND COMMUNITY SERVICES SOCIETY

and

HOSPITAL EMPLOYEES' UNION

**Re: *Salt Spring Island Community Services Society Collective Agreement***

1. Salt Spring Island Community Services Society will be added to the list of fifteen (15) Employers, who are included in the Definitions section of the Agreement negotiated through large table bargaining, in the event there is a ruling that dictates this action, or in such event that this course of action is the negotiated resolution of the CSSEA/HEU dispute surrounding this issue.
2. Compensation Increases (excluding Health and Welfare benefit plans)
  - (a) All employees within the Hospital Employees' Union's Bargaining unit will receive a two percent (2%) general wage increase retroactive to the date of certification (November 27, 1998).
  - (b) The April 1, 2000 two percent (2%) general wage increase in the Standard Collective Agreement shall be delayed six (6) months and shall, therefore, be payable October 1, 2000.
  - (c) All employees shall be eligible for equity adjustments and all other compensation changes on the agreed to effective dates as per the Standard Collective Agreement between Hospital Employees' Union/Community Social Services Employers' Association (1998-2003).
  - (d) Casual wage rates for Residential Care Workers (RCW) or equivalent classifications differing from a regular employee's wage rate in the same classification, shall be eliminated effective November 27, 1998. Casual wage rates (other than Residential Care Workers (RCW) or equivalent) in other classifications shall be eliminated as of March 27, 2000.
  - (e) Effective October 1, 1999, the hourly wage rate for Residential Care Workers (RCW) and equivalent positions shall be \$15.00 per hour.

Effective October 1, 1999, the interim equity adjustment shall be applied in a manner that ensures a minimum of \$0.50/hour shall be applied to all positions other than those which are RCW and equivalent positions. Rates for October 1, 2000, October 1, 2001, and October 1, 2002 shall be determined by the job evaluation process.

3. Health and Welfare Benefit Plans/RRSP
  - (a) The effective date for Health and Welfare Benefit Plans and the RRSP shall be the first day of the month following the date of ratification of this agreement, provided ratification occurs prior to the tenth of the month. If after the tenth, implementation will occur on the first day of the next month following.
  - (b) All Health and Welfare benefit plan improvements will be subject to six (6) month delayed effective dates up to and including March 31, 2001. As of April 1, 2001, effective dates shall be as agreed in the Standard Collective Agreement.
4. OUR HOUSE

The foster parent service delivery model currently in place at Our House will continue for the term of this agreement and compensation will consist of the current accommodation and related monetary benefits plus the monthly wage rate included in the Wage Addendum.

Regular employees receive four (4) respite days per twenty-eight (28) days.

Vacation Entitlement

Regular employees shall earn vacation entitlement as follows:

one (1) year's continuous service - 24 days (24 hour days)

Note: The Parties agree that the twenty-four (24) days vacation (above) is comparable to the twenty (20) days vacation in Article 9.02 - Vacation (i.e. at seven [7] years' continuous service the regular employee would be entitled to two [2] additional vacation days).
5. The Parties agree that the following classifications are RCW or equivalent positions:
  - (a) Counsellor - Community Initiatives Program
  - (b) Counsellor - Residential Programs (McGoldrick and Harbour Lodge)
  - (c) Assistant Supervisor - Residential Programs.
6. The following Memoranda of Agreement shall be considered as attachments to the Collective Agreement (attached):
  1. Re: Regular School Term Employees
  2. Re: Special Services to Children Workers
  3. Re: Flextime
  4. Re: Article 8.03 - Scheduling Provisions
  5. Re: Directors - Adult and Youth Services
7. The Parties agree that the utilisation of volunteers, as of November 27, 1998, is consistent with the Collective Agreement, Article 17 - Volunteers.



## 8. Superior Provisions

The following superior benefits/conditions shall be maintained until the corresponding Collective Agreement provisions meet or exceed them:

- (a) Employee Assistance Program (EAP)
- (b) Dual coverage for Extended Health Care and Dental Plan - no restriction
- (c) Extended Health Care:
  - Coinsurance – 100% (% paid by underwriter)
  - Direct Pay Card shall be provided
  - Overall maximum - unlimited
  - Oral Contraceptives - yes
  - Hearing Aids - \$300.00/60 months plus \$400.00/60 months children
  - Vision Care - \$125.00/24 months
  - Paramedical Services
    - Physiotherapist
    - Massage Practitioner
    - Podiatrist
    - Chiropractor
    - Naturopathic Physician
    - Registered Psychologist
    - Acupuncturist
    - Speech Therapist

\* All disciplines \$500.00 per year
- (d) Dental Plan:
  - Plan C - maximum for orthodontics \$1,500.00 lifetime
  - Dental Cleaning - every six months
- (e) Group Life and AD & D:
  - one times (1 x) annual earnings
  - minimum \$15,000; maximum \$25,000
- (f) Long Term Disability Plan:
  - 100% Employer paid premiums
  - 120 day elimination period
- (g) Sick Leave:
 

All employees will carry forward their sick bank. Any employee with an accumulation of sick days above fifty-six (56) will not lose any of those days, but will not accumulate until their sick bank falls below the maximum accumulation in the Collective Agreement.
- (h) Compassionate Leave:
 

Note: The following Compassionate Leave provision shall only apply to current employees (i.e. employees at ratification date). All new employees shall be covered under Article 7.06 of the Collective Agreement.

Compassionate leave of up to five (5) consecutive working days plus travel time not to exceed seven (7) working days, shall be granted to regular, full-time and part-time employees who have successfully completed their probationary period, immediately following the time of notification of a death of, or critical illness or injury to, a member of the employee's immediate family or an important other.

The employee shall be paid for hours and/or shifts in those five (5) days plus two days travel time where needed, which he/she is scheduled to work upon successful completion of their probationary period.

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 and re-negotiated.

The Executive Director may grant additional compassionate leave of absence without pay or may grant the use of up to seven (7) days accumulated sick time and/or vacation time owing, if requested by the employee and coverage is available.

Compassionate leave of absence with pay shall apply when an employee is on an unpaid leave of absence.

The employee shall, at the time of notification of death, critical illness or injury, notify his/her immediate supervisor or designate and request compassionate leave in writing.

When the leave has been taken, the supervisor or designate shall ensure that the leave is appropriately recorded.

(i) Special Leave

Note: All regular employees shall be covered under this provision up to March 31, 2002. As of April 1, 2002 all regular employees shall only be entitled to Special Leave provisions in Article 7.07 of the Collective Agreement.

Regular, full-time and part-time employees who have completed their probationary period will be granted leave without loss of salary or wages on an annual basis for:

- (1) paternity leave - five (5) working days paid
- (2) attend his/her formal hearing to become a Canadian Citizen or landed immigrant - one (1) day paid
- (3) serious household or domestic emergency - one (1) day paid
- (4) attend funeral as pallbearer or mourner - one (1) day unpaid
- (5) marriage - three (3) days paid
- (6) adoption - two (2) days paid

- (7) illness of a child one (1) day per occasion - up to five (5) days per year paid
- (8) birthdays - staff shall have their birthday off or another day of their choice with pay
- (9) special holy days of worship, with pay, may be granted upon request.

Regular part-time employees will be entitled to leave on a prorated basis. The employee shall notify the immediate supervisor or designate fourteen (14) days in advance, where possible, when a special leave is required.

- (j) **Vacation:**  
Regular full-time or part-time employees who, as of date of ratification of this agreement, have an annual vacation entitlement in excess of that provided by Article 9 - Statutory Holidays and Annual Vacation shall maintain this entitlement until such time as Article 9 provides additional annual vacation entitlement.

- (k) **Paid Meal Periods**  
In those programs and/or locations where a paid lunch break is provided, such practice shall be continued.

The Employer reserves the right to require employees in such programs and/or locations to be on site and available in the event they are needed to provide services during their paid lunch break.

- (l) **On-Call Differential:**  
On-call remuneration for Emergency Mental Health Nurse shall be twenty-five dollars (\$25.00) per shift as long as the funder maintains this payment.

- (m) **Transportation Allowance**  
The Salt Spring Island Community Society will reimburse staff who must carry clients for the difference in insurance costs between the employees' basic coverage and business use and \$1 million liability.

Ferry fare paid for when on Society business.

9. The Parties agree to sign off a Memorandum of Agreement regarding the ten (10) hour extended shifts currently in place at McGoldrick.
10. The Employer will notify eligible past employees, in writing by registered mail, to their last known address that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
11. Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
12. CSSEA agrees to provide the costing information to the funding Ministry within sixty

(60) days after receipt of costing information from the Employers. In the event CSSEA has not provided to the Ministry the costing information within sixty (60) days, the HEU and CSSEA will meet to see what will need to occur to speed up the process.

13. All other provisions of the Collective Agreement will be effective from the date of ratification forward.

In the event the issue of the effective date of “all other provisions” is referred for arbitration, the Parties agree that the decision of the third Party shall prevail.

14. The following positions are excluded from the Bargaining unit:

- (a) Manager of Finance and Administration
- (b) Administrative Assistant
- (c) Executive Director
- (d) Program Coordinator - Community Initiatives
- (e) Resident Program Coordinator
- (f) Manager of Recycling

15. Regular School Term Employees

**Scope**

This Memorandum applies to School Term Employees.

**Term**

Regular School Term employee have a normal work year commencing September 1<sup>st</sup> and ending June 30<sup>th</sup>. Layoff notice is deemed given for the normal end of term. Layoff notice for any other reason must be given in accordance with the Collective Agreement.

**Bumping**

Term employees are not entitled to exercise their bumping or other rights triggered by layoff and displacement for the normal, end-of-term layoff. However, these employees are entitled to exercise their full bumping or other rights in the case of any other layoff situation or if they are not recalled to their term position.

**Vacation**

Term employees may be required by the Employer to take vacation during the Christmas and spring school closures.

**Statutory Holidays**

Term employees shall not be entitled to pay for BC Day and Canada Day.

**Health and Welfare Benefits**

Term employees shall continue to receive health and welfare benefits during the summer months on the same basis as during the school year.

## 16. Special Services to Children Workers

- (a) Special Services to Children Workers are (subject to item [f] below) classified as casual workers and the terms of the Casual Employee Addendum apply to these workers except as modified below.
- (b) The length of an assignment and the hours of work for an assignment are governed by the contract issued by the appropriate Ministry.
  - (i) If a contract is for a period in excess of sixty (60) calendar days, Clause 1(b) and 3 of the Casual Employee Addendum and Article 6.13 of the Collective Agreement will not apply.
  - (ii) If the contract specifies work periods of less than four (4) hours/day, Article 8.08 of the Collective Agreement will not apply.
- (c) Contracts will be assigned in accordance with the Casual Employee Addendum, except as noted below:
  - (i) On occasion, a Ministry contract may have a legitimate reason to specify a particular Special Services to Children Worker or the gender of the worker.
  - (ii) On other occasions, a client, parent, or guardian may have a legitimate reason to specify a particular worker or worker gender.
  - (iii) In the event of (i) (ii) above, a record of the specification and the source of the specification and reason for the specification will be maintained and such records will be made available to the Union upon request.
- (d) Clause 8(4) of the Casual Employee Addendum does not apply to Special Services to Children Workers.
- (e) Special Services to Children Workers are eligible to enrol in Health and Welfare benefit plans (excluding LTD benefits) but will pay one hundred percent (100%) of premium costs. Participation must be on an ongoing basis and not just for the periods of active employment. Where a Special Services to Children Worker subsequently elects to withdraw from a benefit plan or fails to maintain the required payments, the Employer shall terminate the benefits.

Subject to the approval of the insurer(s), the employee shall be entitled to re-enrol, if the employee so elects, between December 1 and December 15 in any year, to be effective the January 1<sup>st</sup> next following. The date of benefit plan eligibility for a Special Services to Children Worker will be consistent with that of regular employees.

- (f) When the hours of work for a Special Services to Children Worker average in excess of fifteen (15) hours/week over a period of sixty (60) days, then the Union and the Employer will review the employee's casual designation to ensure that it continues to be appropriate. When such a review concludes that hours in excess of fifteen (15) hours/week can reasonably be expected to continue into the future, the employee may be reclassified as a regular employee.

## 17. Flexitime

The Parties agree that the application of this agreement shall apply to all employees except those employed in Recycling, Community Initiatives, McGoldrick, Harbour Lodge, and Our House.

- (a) Flexitime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
  - (i) choose their starting and finishing times; and
  - (ii) choose their length of workday within a stated maximum number of hours, through a specified averaging period.
- (b) The full-time employee on flexitime who has a day of absence, whether with or without pay, will be deemed to be absent for eight (8) hours, providing at least eight (8) hours are required to complete the averaging. If less than eight (8) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flexitime shall be eighty (80) hours per two (2) week period.
- (d) The workday for those employees on flexitime shall not exceed ten (10) hours.
- (e) Overtime shall only apply if an employee is authorised to work over ten (10) hours per day and/or eighty (80) hours per two (2) week period. This revises Article 8.06.
- (f) Article 8.02 – Hours of Work shall be varied by this Memorandum.
- (g) Article 8.03 – Scheduling Provisions, and Article 8.04 – Split Shifts shall not apply to these employees.
- (h) Article 11.06 – Rest and Meal Periods applies, except the Employer does not schedule rest and meal periods. The Employer is only required to pay for time worked during a meal period when it is pre-authorised by the Employer.

## 18. Article 8.03 – Scheduling Provisions

During the term of this agreement, the current shift schedules with less than twelve (12) hours between shifts may continue.

19. Directors – Adult and Youth Services

The Parties agree to exclude the positions of “Director of Youth Services” and “Director of Adult Services”. It is recognised that approximately half of the present incumbents’ duties properly belong in the bargaining unit. When either incumbent leaves the position, the counselling duties/position(s) will be posted in the bargaining unit.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**DATED** \_\_\_\_\_

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## MEMORANDUM OF AGREEMENT

between

SOUTH ISLAND COMMUNITY LIVING SERVICES LTD.

and

HOSPITAL EMPLOYEES' UNION

***Re: South Island Community Living Services Ltd. Superior Benefits or Conditions***

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

1. Statutory Holiday Premium Rate - on Christmas Day and Boxing Day, employees, shall be entitled to double time.
2. Vacation Entitlement
  - (a) Six Mile House - regular employees who have completed one (1) to six (6) years of service, shall be entitled to eight percent (8%) of vacation pay, provided they work thirty-two (32) hours or more per week on a regularly scheduled basis. Employees who work less than thirty-two (32) hours per week on a regularly scheduled basis and who have completed one (1) to four (4) years shall be entitled to 6.8 % vacation pay.
  - (b) Jersey Home - regular employees who have completed one (1) to four (4) years of continuous service, shall be entitled to 6.8% vacation pay.
3. Casual Addendum
  - (a) Six Mile House - Casual employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and paid holidays after five (5) years of service.
  - (b) Jersey Home - Casual employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and paid holidays after five (5) years of service.
4. Article 11.15 - Transportation Allowance  
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."

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**DATED** \_\_\_\_\_

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## MEMORANDUM OF AGREEMENT

between

VANCOUVER ISLAND AUTISTIC HOMES SOCIETY

and

HOSPITAL EMPLOYEES' UNION

**Re: *Vancouver Island Autistic Homes Society Collective Agreement***

1. Subject to ratification vote of the Board of Directors of the Vancouver Island Autistic Homes Society and the local membership of the HEU, the above Parties agree to the terms of the HEU Standard Agreement except as varied by this Memorandum of Agreement.
  - (a) All employees within the Hospital Employees' Union's bargaining unit shall receive a (2%) general wage increase retroactive to the date of certification:  
  
Certification date:   Greenlea site December 2, 1998  
                              Falkirk site November 6, 1998  
                              Jenkins site September 24, 1999
  - (b) The two percent (2%) general wage increase on April 1, 2000 shall instead be effective October 1 2000.
  - (c) The cost provisions of the Collective Agreement, including wages, will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Benefit Plan and RRSP (see Item 6 following).
  - (d) Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
  - (e) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days after receipt of costing information from the Employers. In the event CSSEA has not provided to the Ministry the costing information within sixty (60) days, the HEU and CSSEA will meet to see what will need to occur to speed up the process.
  - (f) The effective date for Health and Welfare Benefit Plans, including implementation of the RRSP, shall be the first day of the month following the date of ratification, provided ratification occurs prior to the 10th of the month. If after the 10th, implementation will occur on the first day of the next month following.

- (g) All Health and Welfare benefit plan improvements will be subject to six (6) month delayed effective dates up to and including March 31, 2001. As of April 1, 2001, effective dates shall be as agreed in the Standard Collective Agreement.
- (h) Casual wage rates for RCW or Equivalents shall be eliminated date of certification.
- (i) Employees shall be eligible for equity adjustments and all other compensation changes on the agreed to effective dates as per the Standard Collective Agreement between the Hospital Employees' Union/Community Social Services Employers Association (1998-2003).
- (j) All positions except Supervisor of Resident Care are RCW or equivalent.

**WAGE ADDENDUM**

| Position  | Current | Date of Certification | Oct. 1, 1999* | Oct. 1, 2000** | Oct. 1, 2001** | Oct. 1, 2002** |
|---|---------|-----------------------|---------------|----------------|----------------|----------------|
| Line Staff  | \$10.51 | \$10.72               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
|   | \$11.31 | \$11.54               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
|   | \$12.16 | \$12.40               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
|   | \$13.01 | \$13.27               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
| Supervisor  | \$13.26 | \$13.53               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
|   | \$13.51 | \$13.78               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
|   | \$13.76 | \$14.04               | \$15.00       | \$15.81        | \$16.32        | \$16.83        |
| Assistant Manager   | \$15.26 | \$15.57               | \$16.50       | \$16.83        |                |                |
| Supervisor of Resident Care   |         |                       | \$17.50       | \$17.85        |                |                |
| * The remainder of 2.5% interim equity adjustment monies will be allocated in accordance with CSSEA /HEU agreement. |         |                       |               |                |                |                |
| ** 2.5% equity adjustment monies will be allocated in accordance with the results of Joint Job Evaluation.          |         |                       |               |                |                |                |

- (k) Split shifts currently in place shall be eliminated by the following dates:  
Greenlea- December 3, 1999  
Falkirk- November 21, 1999
- (l) The Parties agree to sign off the following extended hours' shifts currently in place:
  - (i) 8.75 hours \_Greenlea
  - (ii) 8.5 hours \_Greerdea
  - (iii) 9 hours \_FaLkirk and Jenkins
  - (iv) 10 hours .Jenkins
- (m) The following memoranda shall be considered as attachments to the Collective Agreement (see attached):

- (i) Re: Client A
  - (ii) Re: Article 17- Volunteers
- (n) Superior Provisions  
The following superior benefits/conditions shall be maintained until corresponding Collective Agreement provisions meet or exceed them:
- (i) Shift Differential –Nights \$1.00 / hour
  - (ii) EAP (Employee Assistance Program)
  - (iii) Life Insurance –twenty-five thousand dollars (\$25,000.00)
  - (iv) Dependant Life Insurance –amount of coverage to equal five thousand dollars (\$5000.00) for the employee’s spouse and two thousand dollars (\$2000.00) for each dependant child.
- (o) The Employer will notify eligible past employees’ in writing by registered mail to their last known address that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
- (p) Vancouver Island Autistic Homes Society will be added to the list of fifteen (15) Employers, who are included in the Definitions section of the Agreement negotiated through large table bargaining, in the event there is a ruling regarding VTAHS that dictates this action, or in such event that this course of action is the negotiated resolution of the CSSEA/HEU dispute surrounding this issue.
- (q) All other provisions of the Collective Agreement will be effective from the date of ratification forward.

In the event the issue of the effective date of “all other provisions” is referred for arbitration, the Parties agree that the decision of the third Party shall prevail.

2. Re: Client A

This agreement is without prejudice to any position the Union may take at any current or future collective bargaining negotiations. The Parties agree that, in the event the posting of a position or the call-in of casuals would result in male-only staffing when personal care may be necessary for the client, the Employer may call/post for a female employee.

The agreement will be null and void when the incumbent client ceases to be the client of this Employer.

3. Article 17 – Volunteers

It is agreed that volunteers have role to fill in the Employer’s operation and are an important link to the community being served. Any volunteers used shall be supernumerary to established positions in the Bargaining unit and will not result in the layoff of Bargaining unit employees; nor will volunteers be used to fill established positions within the Bargaining unit.

It is further agreed that utilisation of volunteers, as of June 22, 1999, is consistent with the above.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

VICTORIA COMMUNITY RESOURCES SOCIETY

and

HOSPITAL EMPLOYEES' UNION

**Re: *Victoria Community Resources Society Revisions***

1. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

- a) Special Leave

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

- a) Moving day for employee – up to one (1) day
- b) Paternity leave – up to one (1) day
- c) Pall bearer for non-immediate family – up to one (1) day
- d) Death of house member – up to one (1) day
- e) Court proceeding (other than jury duty) – up to one (1) day

Effective April 1, 2002, Article 7.07 shall state:

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at his/her regular rate of pay to a maximum of ten (10) days per year for the following:

- 1) Marriage of the employee – five (5) days;
  - 2) Birth or adoption of the employee's child – one (1) day
  - 3) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member – up to two (2) days
  - 4) Moving day for employee – up to one (1) day
  - 5) Paternity leave – up to one (1) day
  - 6) Pall bearer for non-immediate family – up to one (1) day
  - 7) Death of house member – up to one (1) day
  - 8) Court proceeding (other than jury duty) – up to one (1) day
- b) Vacation Entitlement – employees with five (5) and six (6) six years of continuous service shall receive twenty (20) work days based on eight percent (8%) of straight time earnings.

Until October 1, 2001 employees with ten (10) years or more continuous service shall receive thirty (30) work days based on twelve percent (12%) of straight time earnings.

Effective October 1, 2001 employees with ten (10) years to fourteen (14) years of continuous service shall receive thirty (30) work days based on twelve (12%) of straight time earnings.

- c) Article 11.15 - Transportation Allowance  
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."

## 2. Flexitime: Community Network Programs Facilitator

The Parties agree that the following is without prejudice and shall not be referred to by any Party for any reason whatsoever except in the renegotiations of this agreement and/or in contract administration of this agreement at Victoria Community Resources Society. The Parties further agree that the application of this agreement shall be restricted to those employees working as Activation Co-ordinator and shall have no application to any other employee within the bargaining unit.

- (a) Flexitime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
- (1) choose their starting and finishing times; and
  - (2) choose their length of workday within a stated maximum number of hours, through a specified averaging period.
- (b) The full-time employee on flexitime who has a day of absence, whether with or without pay, will be deemed to be absent for eight (8) hours, providing at least eight (8) hours are required to complete the averaging. If less than eight (8) hours is required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flexitime shall be eighty (80) hours per two (2) week period.
- (d) The workday for those employees on flexitime shall not exceed ten (10) hours.
- (e) Overtime shall only apply if an employee is authorised to work over ten (10) hours per day and/or eighty (80) hours per two (2) week period. This revises Article 8.06.
- (f) Article 8.02 – Hours of Work, shall be varied by this Memorandum.



- (g) Article 8.03 – Scheduling Provisions and Article 8.04 – Split Shifts shall not apply to these employees.
- (h) Article 11.06 – Rest and Meal Periods applies, except the Employer does not schedule rest and meal periods. The Employer is only required to pay for time worked during a meal period when it is pre-authorized by the Employer.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**MEMORANDUM OF AGREEMENT**

between

WESTERN HUMAN RESOURCE CORP.

and

HOSPITAL EMPLOYEES' UNION

**Re: *Western Human Resource Corp. Revisions – Vancouver & Victoria***

- 1. Article 8.03(b), (c), (d)  
The Parties agree on an incumbent only basis that provided the incumbent agrees to continuing working with less than twelve (12) hours off between shifts, the Employer shall not be requested to pay overtime.
- 2. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.
  - a) Article 11.15 – Transportation Allowance  
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.”
  - b) Article 9.01 – Statutory Holidays  
The premium pay for working on a statutory holiday shall be at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

WESTERN HUMAN RESOURCE CORP.

and

HOSPITAL EMPLOYEES' UNION

**Re: *Western Human Resource Corp. Revisions – Vancouver***

1. Flextime: R.I.S.E. Up

The Parties agree that the following is without prejudice and shall not be referred to by any Party, for any reason whatsoever, except in the renegotiations of this agreement and/or in contract administration of this agreement at Western Human Resources Corp. The Parties further agree that the application of this agreement shall be restricted to those employees working at Rise Up and shall have no application to any other employee within the bargaining unit.

Whereas Rise Up's unique program mandate of providing ongoing client-focused support to individuals with lifelong barriers to employment in the community responds to the reality that some people work variable shifts through the seven (7) day week. Therefore, the following covers employees in this program and the Collective Agreement shall be varied as follows:

- (a) Flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
  - (1) choose their starting and finishing times; and
  - (2) choose their length of workday within a stated maximum numbers of hours, through a specified averaging period.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for eight (8) hours, providing at least eight (8) hours are required to complete the averaging. If less than eight (8) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flextime shall be eighty (80) hours per two (2) week period.
- (d) The workday for those employees on flextime shall not exceed ten (10) hours.

- (e) Overtime shall only apply if an employee is authorised to work over ten (10) hours per day and/or eighty (80) hours per two (2) week period. This revises Article 8.06.
- (f) Article 8.02 – Hours of Work, shall be varied by this Memorandum.
- (g) Article 8.03 – Scheduling Provisions, and Article 8.04 – Split Shifts, shall not apply to these employees.
- (h) Article 11.06 – Rest and Meal Periods, applies, except the Employer does not schedule rest and meal periods. The Employer is only required to pay for time worked during a meal period when it is pre-authorized by the Employer.

2. Article 8.03(b), (c), (d)  
 The Parties agree on an incumbent only basis that provided the incumbent agrees to continuing working with less than twelve (12) hours off between shifts, the Employer shall not be requested to pay overtime.

3. The following superior benefit or condition will be maintained until the corresponding provision in the Collective Agreement meets or exceeds the superior benefit or condition.

a) Article 11.15 - Transportation Allowance  
 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.”

b) Article 9.01 – Statutory Holidays  
 The premium pay for working on a statutory holiday shall be at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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## MEMORANDUM OF AGREEMENT

between

YOO'S HOLDING LTD.

and

HOSPITAL EMPLOYEES' UNION

**Re: *Yoo's Holdings Ltd. Collective Agreement***

1. Subject to ratification vote of Yoo's Holdings Ltd. and HEU membership at Yoo's Holdings Ltd., the above Parties agree to the terms of the Standard HEU Collective Agreement and the contents of this document as the first Collective Agreement.
  - (a) Wages, as per the wage addendum, shall be retroactive to the date of certification (September 21, 1999).
  - (b) Employees shall receive a two percent (2%) general wage increase retroactive to September 21, 1999.
  - (c) The two percent (2%) general wage increase on April 1, 2000 shall be effective October 1, 2000.
  - (d) The Parties agree that the current classification Care Aide is Resident Care Worker (RCW) or equivalent. This is without prejudice to the Job Evaluation Plan.
  - (e) The cost provisions of the Collective Agreement, including wages, will be implemented when the Employer receives the funding from government. The exception is the Health and Welfare Plan and the RRSP (see Item 7 following).

This clause will not apply in the event there is a ruling regarding Yoo's that voids this action, or in such event that this clause is voided as part of the negotiated resolution of the CSSEA/HEU dispute surrounding this issue.
  - (f) Within thirty (30) days of ratification, the Employer agrees to provide the necessary costing information to CSSEA that is required by the Ministry to fund the Collective Agreement.
  - (g) CSSEA agrees to provide the costing information to the funding Ministry within sixty (60) days of receipt of the costing information from the Employer.
  - (h) The Medical Plan, Extended Health Care, Dental Plan, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and implementation of the RRSP will be effective the first day of the month following thirty (30) days of ratification.

- (i) All Health and Welfare benefit plan improvements will be subject to six (6) month delayed effective dates, up to and including March 31, 2001. As of April 1, 2001, effective dates shall be as agreed in the HEU Standard Collective Agreement.
  - (j) Employees shall be eligible for equity adjustments on the agreed to effective dates as per the Standard Collective Agreement.
  - (k) The following documents shall be considered as attachments to the Collective Agreement.
    - (i) Re: Yoo's Holdings Ltd. Principals
    - (ii) Re: Article 4.01 Industry Trouble shooter
    - (iii) Wage Addendum
  - (l) The Employer will notify eligible employees, in writing by registered mail to their last known address, that the retroactivity is payable upon written application within sixty (60) days of the notice being received.
  - (m) Yoo's Holdings Ltd. will be added to the list of Employers who are included in the Definitions section of the Agreement negotiated through large table bargaining in the event there is a ruling, regarding Yoo's, that dictates this action or in such event that this course of action is the negotiated resolution of the CSSEA / HEU dispute surrounding this issue.
  - (n) All other provisions of the Collective Agreement will be effective from the date of ratification forward.
2. Yoo's Holdings Ltd. Principals
- Jason and Han-ai Yoo will continue to perform the type of work they currently perform as of August 21, 2000.

3. Article 4.01 – Industry Troubleshooter

The use of a Troubleshooter shall be by mutual agreement of the Parties to the agreement.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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