

COLLECTIVE AGREEMENT

between

CROFTON MANOR

and

HOSPITAL EMPLOYEES' UNION

For the Period

April 1, 2004 to September 30, 2006

E.& O.E.

INDEX

Contents	Page Number
MEMORANDUM OF AGREEMENT	1
ARTICLE 1 - PREAMBLE	1
1.01 PREAMBLE.....	1
1.02 No DISCRIMINATION.....	1
1.03 COMPLAINTS INVESTIGATION.....	2
ARTICLE 2 - RECOGNITION OF THE UNION	2
2.01 SOLE BARGAINING AGENCY.....	2
2.02 UNION SHOP.....	3
2.03 UNION CHECK-OFF.....	3
2.04 INDUCTION.....	4
.05 SHOP STEWARDS.....	4
ARTICLE 3 - DEFINITIONS	5
ARTICLE 4 - MANAGEMENT RIGHTS	5
ARTICLE 5 - CONDITIONS OF EMPLOYMENT	6
5.01 UNUSUAL JOB REQUIREMENTS OF A SHORT DURATION.....	6
5.02 DANGEROUS FUNCTIONS.....	6
ARTICLE 6 - LEGAL PICKET LINE	6
6.01 LEGAL PICKET LINE.....	6
ARTICLE 7 - UNION/MANAGEMENT COMMITTEE	6
7.01 COMMITTEE ON LABOUR RELATIONS.....	6
7.02 UNION COMMITTEE.....	6
7.03 UNION/MANAGEMENT MEETINGS.....	6
7.04 COMMITTEE MEETINGS.....	7
ARTICLE 8 - GRIEVANCE PROCEDURE	7
8.01 UNION REPRESENTATION.....	7
8.02 GRIEVANCE INVESTIGATIONS.....	7
8.03 RIGHT TO GRIEVE DISCIPLINARY ACTION.....	7
8.04 GRIEVANCE PROCEDURE.....	8
8.05 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE.....	8
8.06 REINSTATEMENT OF EMPLOYEES.....	8
8.07 INDUSTRY TROUBLESHOOTER.....	9
8.08 EXPEDITED ARBITRATIONS.....	9

ARTICLE 9 - ARBITRATION.....	10
9.01(A) COMPOSITION OF BOARD	10
9.01(B) DISMISSAL/SUSPENSION	11
9.02 AUTHORITY OF ARBITRATION BOARD.....	13
9.....	13
9.04 EMPLOYEE CALLED AS A WITNESS	13
9.05 ARBITRATION BOARD HEARINGS.....	13
9.06 EXPENSES OF ARBITRATION BOARD	13
9.07 REINSTATEMENT OF EMPLOYEES	13
ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS.....	14
10.01 REGULAR FULL-TIME EMPLOYEES	14
10.02 REGULAR PART-TIME EMPLOYEES.....	14
10.03 CASUAL EMPLOYEES	14
10.04 RESTRICTION OF EMPLOYEE STATUS.....	14
ARTICLE 11 - INCREMENTS	14
ARTICLE 12 - PROBATIONARY PERIOD	14
ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES.....	15
13.01 EVALUATION REPORTS	15
13.02 PERSONNEL FILE.....	15
ARTICLE 14 - SENIORITY	15
14.01 PROMOTION, TRANSFER, DEMOTION, RELEASE	15
14.02 QUALIFYING PERIOD.....	15
14.03 TEMPORARY PROMOTION OR TRANSFER	16
14.04 PROMOTIONS	16
14.05 TRANSFERS.....	16
14.06 DEMOTIONS.....	17
14.07 RE-EMPLOYMENT AFTER RETIREMENT.....	17
14.08 RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE	17
14.09 SUPERVISORY OR MILITARY SERVICE.....	17
14.10 SENIORITY DATES.....	17
ARTICLE 15 - JOB POSTINGS AND APPLICATIONS	17
15.01 JOB POSTINGS AND APPLICATIONS.....	17
ARTICLE 16 - JOB DESCRIPTIONS.....	20
ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS.....	20
17.01 NEW POSITIONS.....	20
17.02 CHANGE IN DUTIES	20
ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES...21	

18.01	PREAMBLE	21
18.02	DEFINITION OF DISPLACEMENT	21
18.03	NOTICE OF DISPLACEMENT	21
18.04	BUMPING.....	21
18.05	TECHNOLOGICAL DISPLACEMENT	21
18.06	JOB TRAINING.....	21
ARTICLE 19 - REDUCTION IN WORK FORCE		22
ARTICLE 20 - TERMINATION OF EMPLOYMENT		23
20.01	EMPLOYER'S NOTICE OF TERMINATION	23
20.02	EMPLOYEE'S NOTICE OF TERMINATION	23
20.03	EMPLOYMENT ABANDONED	23
ARTICLE 21 - SCHEDULING PROVISIONS		23
21.01	SCHEDULING	24
21.02	WORKLOAD.....	24
ARTICLE 22 - HOURS OF WORK.....		24
22.01	CONTINUOUS OPERATION	25
22.02	HOURS OF WORK	25
22.03	REST AND MEAL PERIODS	25
22.04	SPLIT SHIFTS	25
22.05	PART-TIME EMPLOYEES.....	25
22.06	FIXED SHIFTS.....	26
ARTICLE 23 - OVERTIME		26
ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS		28
ARTICLE 25 - CALL-BACK		28
ARTICLE 27 - ON-CALL DIFFERENTIAL.....		29
ARTICLE 28 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS.....		29
ARTICLE 29 - TRANSPORTATION ALLOWANCE.....		29
ARTICLE 30 - STATUTORY HOLIDAYS.....		30
30.01	STATUTORY HOLIDAYS.....	30
30.02	SUPER STATS	30
ARTICLE 31 - VACATIONS		31
31.01	VACATION ENTITLEMENT.....	31
31.02	SUPPLEMENTARY VACATIONS	33
31.03	VACATION PERIOD.....	33
31.04	SPLITTING OF VACATION PERIODS	34

31.05	VACATION PAY	34
31.06	VACATIONS NON-ACCUMULATIVE	34
31.07	VACATION ENTITLEMENT UPON DISMISSAL	34
31.08	REINSTATEMENT OF VACATION DAYS - SICK LEAVE	34
31.09	CALL-BACK - VACATION	34
ARTICLE 32 - COMPASSIONATE LEAVE		35
ARTICLE 33 - SPECIAL LEAVE		35
ARTICLE 34 - SICK LEAVE, W.C.B., INJURY-ON-DUTY		36
34.13	CASH PAY-OUT OF UNUSED SICK LEAVE CREDITS	38
ARTICLE 35 - EDUCATIONAL LEAVE		38
ARTICLE 36 - JURY DUTY		38
ARTICLE 37 - LEAVE - UNPAID.....		39
37.01	UNPAID LEAVE.....	39
37.02	UNPAID LEAVE - AFTER THREE YEARS	39
37.03	UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS.....	39
37.04	UNPAID LEAVE - UNION BUSINESS	39
37.05	UNPAID LEAVE - PUBLIC OFFICE	40
ARTICLE 38 - MATERNITY AND PARENTAL LEAVE.....		40
38.01	MATERNITY LEAVE	41
38.02	PARENTAL LEAVE.....	41
ARTICLE 39 - ADOPTION LEAVE		41
ARTICLE 40 - HEALTH CARE PLANS.....		43
40.01	MEDICAL PLAN	43
40.02	DENTAL PLAN.....	43
40.03	EXTENDED HEALTH CARE PLAN.....	43
ARTICLE 41 - LONG-TERM DISABILITY INSURANCE PLAN.....		44
ARTICLE 42 - GROUP LIFE INSURANCE.....		44
ARTICLE 43 - PENSION PLAN.....		44
ARTICLE 44 - EMPLOYMENT INSURANCE COVERAGE.....		44
ARTICLE 45 - UNIFORMS.....		45
45.01	UNIFORMS.....	45
45.02	JOINT COMMITTEE ON UNIFORMS	45
45.03	UNIFORM ALLOWANCE	45

ARTICLE 46 - PORTABILITY	45
46.01 PORTABILITY.....	45
46.02 PORTABLE BENEFITS	45
ARTICLE 47 - PREVIOUS EXPERIENCE	46
ARTICLE 48 - MORE FAVOURABLE RATE OR CONDITION	46
ARTICLE 49 - SEVERANCE ALLOWANCE	46
49.01 EMPLOYEES WHO QUALIFY DEFINED	46
49.02 DEFINITION OF SERVICE RELATED TO CALCULATION OF SEVERANCE ALLOWANCE MONIES	47
49.03 CALCULATION OF SEVERANCE ALLOWANCE MONIES	47
ARTICLE 50 - PAY DAYS	48
ARTICLE 51 - BADGES AND INSIGNIA	49
ARTICLE 52 - BULLETIN BOARDS.....	49
ARTICLE 53 - NOTICE OF UNION REPRESENTATIVE VISITS	49
ARTICLE 54 - UNION ADVISED OF CHANGES	49
ARTICLE 55 - EMPLOYER PROPERTY	49
ARTICLE 56 - VACCINATION AND INOCULATION	50
ARTICLE 57 - OCCUPATIONAL HEALTH AND SAFETY.....	50
57.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	50
57.02 AGGRESSIVE RESIDENTS	51
ARTICLE 58 - CONTRACTING OUT.....	51
ARTICLE 59 - VOLUNTEERS.....	52
ARTICLE 60 - CHILD CARE	52
ARTICLE 61 - PROFESSIONAL RESPONSIBILITY.....	52
ARTICLE 62 - PRINTING OF THE AGREEMENT	52
ARTICLE 63 - VARIATIONS	53
ARTICLE 64 - BINDING TRIBUNAL	54
ARTICLE 65 - SAVINGS CLAUSE	54

ARTICLE 66 - EFFECTIVE AND TERMINATING DATES.....	54
66.01 EFFECTIVE AND TERMINATING DATES	54
66.02 EFFECTIVE DATE OF WAGES AND BENEFITS.....	54
66.03 RETROACTIVITY	55
ARTICLE 67 - SUPERIOR BENEFITS OR VARIATIONS	55
ARTICLE 68 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA	55
CROFTON MANOR WAGE SCHEDULE.....	56
ADDENDUM #1 - PART TIME EMPLOYEES	57
ADDENDUM #2 (PART 1.) - WAGES.....	58
ADDENDUM #2 (PART 2.)	58
ADDENDUM - WAGES	58
ADDENDUM - PAY EQUITY PLAN	59
APPENDIX I.....	61
ADDENDUM #3 - GROUP LIFE AND LONG TERM DISABILITY INSURANCE PLANS.....	62
ADDENDUM #4 - CASUAL EMPLOYEES	68
APPENDIX "A" - LONG TERM CARE FACILITIES WITH PORTABLE BENEFITS (PER ARTICLE 46).....	74
MEMORANDUM OF AGREEMENT # 1	75
RE: EIGHT (8) HOUR INCLUSIVE SHIFT	75
MEMORANDUM OF AGREEMENT #2	76
RE: NURSE IN-CHARGE PREMIUM	76
MEMORANDUM OF AGREEMENT #3	77
RE: PRINTING OF AGREEMENT - ARTICLE 61	77
LETTER OF UNDERSTANDING	79
LETTER OF UNDERSTANDING	79
<i>Between.....</i>	<i>79</i>
CROFTON MANOR.....	79
<i>And.....</i>	<i>79</i>
RE: ARTICLE 15.01(c).....	79

ARTICLE 15.01(C) PROCESS79

(A) REGISTRATION FOR TEMPORARY VACANCIES OF LESS THAN 45 DAYS UNDER
ARTICLE 15.01(C).....79

(B) UNPLANNED/UNANTICIPATED VACANCIES.....81

(C) AWARDING OF PLANNED / ANTICIPATED VACANCIES.....81

MEMORANDUM OF AGREEMENT

BETWEEN:

CROFTON MANOR (the "Employer")

AND:

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

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Employer's business functions in a competitive industry in providing certain accommodation and services for long term care residents and the elderly which differ in income source from Government funded long term care facilities, the parties jointly recognise this distinction and agree that this Agreement should give effect thereto by its support for the maintenance of high quality services for the residents in a caring and cooperative environment, as well as one which is safe, harmonious and rewarding for the staff.

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

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

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

1.02 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia (SBC Chapter 22, Assented to May 16, 1984).

- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
- (d) The Employer also agrees that there shall be no discrimination, interference, restriction, or coercion practised against any employee with respect to employment, placement, promotion, salary determination, or other terms of employment by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, parental status, sexual orientation, family relationship, place of residence, or any other factor not pertinent to performance.

1.03 Complaints Investigation

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia may refer the complaint to either one 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: Gwen Brodsky, or Marguerite Jackson (Complaints Investigator); or
- b. where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to: Marguerite Jackson (Complaints Investigator).

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

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

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

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

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

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

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

Article 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

Article 20.01 - Employer's Notice of Termination

2.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues, provided there are sufficient wages owing to employee to cover the deductions.

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

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of

all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

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

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

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.

2.04 Induction

At the beginning of each calendar month, the employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired within the previous thirty (30) days.

The employer shall schedule a meeting for this purpose any day between Monday and Friday and between the hours of 0900 and 1700.

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

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

2.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement.
- (2) The Employer is to be kept advised of all Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one Shop (1) Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

ARTICLE 3 - DEFINITIONS

For the purpose of this Agreement:

1. "Employer" means Crofton Manor.
2. "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union."
3. "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certification issued, except those employees in positions mutually agreed to by the Parties.

4. Common-Law Spouse

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

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

Article 32.01 - Compassionate Leave
 Article 33.01 - Special Leave
 Article 40.01 - Medical Plan
 Article 40.02 - Dental Plan
 Article 40.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

ARTICLE 5 - CONDITIONS OF EMPLOYMENT

5.01 Unusual Job Requirements of a Short Duration

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

5.02 Dangerous Functions

Employees shall not be required to perform any function that may injure their personal safety or the safety of other employees or residents.

ARTICLE 6 - LEGAL PICKET LINE

6.01 Legal Picket Line

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

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

7.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee. There shall not be more than three (3) employees as members of the Committee on paid leave, in accordance with Article 37.04, at any one time.

7.03 Union/Management Meetings

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned. 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 the Union Committee in step two of the grievance procedure outlined in Article 8.04.

7.04 Committee Meetings

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

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

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

8.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued 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.

8.04 Grievance Procedure

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

STEP ONE:

The employee, with or without one (1) Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

STEP TWO:

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

STEP THREE:

The 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 Administrator or his/her representative.

STEP FOUR:

If, at Step two or Step Three of the above procedure more than two (2) months passes 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 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.

8.05 Dismissal/Suspension for Alleged Cause

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

8.06 Reinstatement of Employees

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

8.07 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Dalton L. Larson, V.L. Ready; Judy Korbin 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 Three of the grievance procedure.

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

8.08 Expedited Arbitrations

- (1) A representative of the Employer and the Secretary-Business Manager of the Union, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be non-legal, lawyers will not be used to represent either party.

- (5) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with *Section 103, Labour Relations Code*.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (9) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (10) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be V. L. Ready; D Munroe, Q.C.; L. Smith; H. Laing.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (15) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01(a) Composition of Board

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

One member is to be appointed by the Committee on Labour Relations, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two (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, by appointment from the following list of arbitrators:

1. D. R. Munroe, Q.C.
2. Marguerite Jackson, Q.C.
3. V. Ready
4. D. Larson
5. H. Laing
6. D.C. McPhillips
7. J. McEwen

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

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

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

9.01(b) Dismissal/Suspension

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

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

1. D. R. Munroe, Q.C.
2. Marguerite Jackson, Q.C.
3. V. Ready
4. D. Larson
5. H. Laing
6. D.C. McPhillips
7. J. McEwen

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

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

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

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

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

9.02 Authority of Arbitration Board

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

9.03 Time Limit for Decision of Arbitration Board

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

9.04 Employee Called as a Witness

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

9.05 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.

9.06 Expenses of Arbitration Board

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

9.07 Reinstatement of Employees

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

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

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employees

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

10.02 Regular Part-Time Employees

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

10.03 Casual Employees

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

10.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8.04 - Grievance Procedure.

ARTICLE 11 - INCREMENTS

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

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

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

ARTICLE 12 - PROBATIONARY PERIOD

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

- 12.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 Evaluation Reports

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

13.02 Personnel File

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

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file. The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

ARTICLE 14 - SENIORITY

14.01 Promotion, Transfer, Demotion, Release

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

14.02 Qualifying Period

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

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

An employee who requests to be relieved of a 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 this Section.

14.03 Temporary Promotion or Transfer

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

14.04 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 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.

14.05 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.

14.06 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 this section 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.

14.07 Re-employment After Retirement

Employees who have reached retirement age 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.

For the purposes of this clause, retirement age is defined as 65 years of age.

14.08 Re-employment After Voluntary Termination or Dismissal for Cause

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

14.09 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.

14.10 Seniority Dates

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

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

15.01 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than three (3) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
 - i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
 - ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made. The limitation to "regular full-time employees" shall be subject to local agreement in written form.

(See Letter of Understanding re: Article 15.01(c)).
- (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 pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.

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

ARTICLE 16 - JOB DESCRIPTIONS

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the bargaining unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether: (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.

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS

17.01 New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection 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 16 (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.

17.02 Change in Duties

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

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects, it shall provide specific reasons for the objection in writing subject to the provisions of Article 16 (c).

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised

classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble

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

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

18.02 Definition of Displacement

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

18.03 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.

18.04 Bumping

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

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

18.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 14.01 and Article 19.

18.06 Job Training

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

- (1) for planning 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 Federal Human Resources Development Canada and Provincial Ministry of Labour, or other recognized training institutions.

ARTICLE 19 - REDUCTION IN WORK FORCE

19.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

19.02 The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) less than two (2) years' seniority -- thirty-one (31) calendar days;
- (b) two (2) or more years' seniority but less than three (3) years' seniority -- two (2) months;
- (c) three (3) or more years' seniority but less than four (4) years' seniority -- three (3) months;
- (d) four (4) or more years' seniority but less than five (5) years' seniority -- four (4) months;
- (e) five (5) or more years' seniority -- six (6) months.

19.03 Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.

19.04 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on.

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 this section, employees shall be permitted to exercise their rights in accordance with Article 18.04 of this Agreement.

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

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 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.

20.02 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%); for example:

- employees entitled to eight percent (8%) shall be paid six percent (6%);
- employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

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

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

20.03 Employment Abandoned

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

ARTICLE 21 - SCHEDULING PROVISIONS

21.01 Scheduling

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

21.02 Workload

The Employer will make every reasonable effort to avoid the workload of employees being increased as a result of positions temporarily vacant due to sickness, vacation, or leaves of absence, etc.

ARTICLE 22 - HOURS OF WORK

22.01 Continuous Operation

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

22.02 Hours of Work

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

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

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred 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 scheduled shift in January, an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 23 or Article 30.04.

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 23. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

22.03 Rest and Meal Periods

(a) **Rest Periods**

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

(b) **Meal Periods**

All employees covered by the Collective Agreement shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift

22.04 Split Shifts

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

22.05 Part-Time Employees

The Employer shall eliminate, where practical, the use of all part-time employees.

22.06 Fixed Shifts

The Employer agrees to the practice that current employees working fixed, specific shifts, shall not be required to work during any other hours but those for which they were hired to work.

In the event it becomes necessary due to operational requirements, to alter the start and stop times of an employee's shift, the Employer shall provide fourteen (14) days notice of such change. The Employer shall not adjust the start and stop times by more than one hour. Where it is not possible to give fourteen (14) days notice, section 21.01 (ii) shall apply. The fourteen (14) days notice shall not apply where the Employer can establish that the change to the start and stop times results from an emergency. The employee shall not be required to change their start and stop times for longer than thirty (30) days and shall be returned to their former start and stop times at the conclusion of the temporary assignment.

Notwithstanding the above, the Employer may reschedule an employee to work on a shift other than the employee's regular fixed shift for the purpose of Employer-conducted in-service education classes. Reasonable notice will be given to those employees affected by such rescheduling.

The word "shift" for the purpose of this Section means when the majority of the hours scheduled falls within day, evening, or night periods.

The Employer may require any employee who regularly works a fixed shift to rotate into a different shift for evaluation purposes.

Employees on fixed shifts who are regularly scheduled to work a weekend or portion of a weekend shall not be entitled to weekend shift differential.

ARTICLE 23 - OVERTIME

23.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 22.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) the rate of time and one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time thereafter;
- (2) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

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

23.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 30, the employee shall be paid overtime at the

rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7-1/2) in that day.

- 23.04** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 23.05 below.
- 23.05** At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- 23.06** The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the wage schedules, multiplied by twelve (12) and divided by fifty-two (52), times the weekly hours of work as provided at *Article 22.02*, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.
- 23.07** An employee who works two and one-half (2 1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of seven dollars (\$7.00). One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
- (i) This clause shall not apply to part-time employees until the requirements of Article 23.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- 23.08** When an employee is requested to work overtime on a scheduled work day 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.
- 23.09** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

- 23.10** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.
- 23.11** 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.
- 23.12** In the event that there is one full shift or more of overtime to be assigned, or the Employer is required to call an employee in for overtime, the Employer shall assign the overtime in accordance with employee's seniority, within the required job classification. If the overtime assignment would require a premium to be paid on the employee's next regular shift, then the employee shall be deemed not available.

ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS

- 24.01** Employees working the evening shift shall be paid a shift differential of seventy cents (70¢) per hour for the entire shift worked. Effective April 1, 2005, the differential shall be seventy five cents (75¢) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked. Effective April 1, 2005, the differential shall be one dollar and ten cents (\$1.10) per hour for the entire shift worked.
- 24.02** Employees shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.
- 24.03** Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).
- 24.04** All such shift and weekend premiums shall be referenced in the Addendum - Wages

ARTICLE 25 - CALL-BACK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of twenty-two cents (22¢) per kilometre from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

ARTICLE 26 - CALL-IN - STATUTORY REQUIREMENT

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

ARTICLE 27 - ON-CALL DIFFERENTIAL

- 27.01** Employees required to be on-call shall be paid an on-call differential of one dollar (\$1.00) per hour, or portion thereof, in accordance with the Addendum - Wages.

The minimum on-call requirement shall be four (4) consecutive hours. Where an employee is on-call and is unavailable or does not report for work upon being called, the on-call differential shall not be paid for that period of being on-call within that calendar day.

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

ARTICLE 28 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

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

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

ARTICLE 29 - TRANSPORTATION ALLOWANCE

- 29.01** 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 twenty-two cents (22¢) per kilometre. Effective January 1, 2005, the allowance shall be thirty nine (39¢) per kilometre. Minimum allowance shall be two dollars (\$2.00).

- 29.02** Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such

usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 30 - STATUTORY HOLIDAYS

30.01 Statutory Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. 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 fifteen (115) days per year (two (2) days per week plus a minimum of eleven (11) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at double time rates for each day by which his/her total number of days off falls short of one hundred fifteen (115), except that he/she shall not again be paid for any day for which he/she was paid at the rate of double time under Article 23 or Article 30.04.

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

30.02 Super Stats

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid at time and one-half (1-1/2) rates in addition to their regular monthly pay rate. Payment of time and one-half (1-1/2) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee. The Employer and the Union agree to be bound by the decision of Special Officer, D.R. Blair, dated August 29, 1974 regarding the interpretation and application of the foregoing Super Stat provisions.

30.03

When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied

and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 30.01, paragraph 3 shall not apply to scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

- 30.04** Employees required to work on scheduled days off will receive pay at the rate of double time for the time worked, but will not have the day off rescheduled.
- 30.05** Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of double time (2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.
- 30.06** If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred fifteen (115) days off that his/her period of service in the year bears to a full year.
- 30.07** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.
- 30.08** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- 30.09** If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

ARTICLE 31 - VACATIONS

31.01 Vacation Entitlement

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

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

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

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

1 year's continuous service - 20 work days' vacation
 2 years' continuous service - 20 work days' vacation
 3 years' continuous service - 20 work days' vacation

4 years' continuous service - 20 work days' vacation
5 years' continuous service - 21 work days' vacation
6 years' continuous service - 22 work days' vacation
7 years' continuous service - 23 work days' vacation
8 years' continuous service - 24 work days' vacation
9 years' continuous service - 25 work days' vacation
10 years' continuous service - 26 work days' vacation
11 years' continuous service - 27 work days' vacation
12 years' continuous service - 28 work days' vacation
13 years' continuous service - 29 work days' vacation
14 years' continuous service - 30 work days' vacation
15 years' continuous service - 31 work days' vacation
16 years' continuous service - 32 work days' vacation
17 years' continuous service - 33 work days' vacation
18 years' continuous service - 34 work days' vacation
19 years' continuous service - 35 work days' vacation
20 years' continuous service - 36 work days' vacation
21 years' continuous service - 37 work days' vacation
22 years' continuous service - 38 work days' vacation
23 years' continuous service - 39 work days' vacation
24 years' continuous service - 40 work days' vacation
25 years' continuous service - 41 work days' vacation
26 years' continuous service - 42 work days' vacation
27 years' continuous service - 43 work days' vacation
28 years' continuous service - 44 work days' vacation
29 years' continuous service - 45 work days' vacation

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

31.02 Supplementary Vacations

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

31.03 Vacation Period

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

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

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

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

31.04 Splitting of Vacation Periods

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

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

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

31.05 Vacation Pay

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

31.06 Vacations Non-Accumulative

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

31.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 31.01 and 31.02.

31.08 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 by mutual agreement, or shall be reinstated for use at a later date.

Where an employee is sick during any period of vacation and can produce a medical certificate, sick leave credits shall apply, and the period of vacation displaced shall be rescheduled. The Employer must be informed at the time of illness or immediately thereafter.

31.09 Call-Back - Vacation

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

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

ARTICLE 32 - COMPASSIONATE LEAVE

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

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

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

ARTICLE 33 - SPECIAL LEAVE

33.01 An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (1/2) day (3.75 hours) every four (4) weeks (150 hours). As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (1) Marriage Leave -- five (5) days.
- (2) Paternity Leave -- one (1) day.
- (3) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave -- one (1) day.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, he/she may request leave of absence without pay.

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

- 34.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further E.I.C. premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.
- 34.02** Sick leave credits with pay shall be granted on the basis of one and one-half (1-1/2) work days per month, cumulative up to one hundred fifty-six (156) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.
- 34.03** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.
- 34.04** 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.
- 34.05** Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.
- An employee shall be granted reasonable injury-on-duty leave with pay if it is determined by the Provincial Workers' Compensation Board that he/she is unable to perform his/her duties and the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such compensable injury or accident.
- When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 34.06** Employees qualifying for Workers' Compensation coverage shall be continued on

the payroll and shall not have their employment terminated during the compensable period.

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

Sick leave deductions shall be according to actual time off.

- 34.08** 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.

- 34.09** Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

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

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

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

- 34.11** 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.

All sick leave credits are cancelled when an employee terminates his/her employment, except where another employee transfers to another health care institution, in accordance with Article 46.02 (c) and except as provided in Article 34.13 below.

34.13 Cash Pay-Out of Unused Sick Leave Credits

- i) Upon retirement or voluntary leave of the workforce as defined in Article 49, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash, either an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement, or
- ii) Upon termination, in the case of regular full-time and regular part-time employees who were on staff on May 10, 1990, shall be paid in cash an equivalent to fifty percent (50%) of unused sick leave credits calculated at the employee's rate of pay on termination.

ARTICLE 35 - EDUCATIONAL LEAVE

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

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

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

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

ARTICLE 36 - JURY DUTY

36.01 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate.

The employee shall not be required to turn over allowances received for travelling

and meals.

ARTICLE 37 - LEAVE - UNPAID

37.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff.

The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

37.02 Unpaid Leave - After Three Years

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

37.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

37.04 Unpaid Leave - Union Business

(a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

(b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department.

Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, 54.01.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
 - (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.
- (g) Leave of absence without loss of pay shall be granted to one (1) employee designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

This provision does not apply to employees elected onto the H.E.U. Provincial Bargaining Committee.

37.05 Unpaid Leave - Public Office

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

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

ARTICLE 38 - MATERNITY AND PARENTAL LEAVE

38.01 Maternity Leave

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

Leave of absence for maternity may be taken for a period of seventeen (17) weeks. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of the period, less the twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the *Employment Standards Act*. The balance of a maternity leave shall be without pay or benefits.

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

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

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

Upon return to work, the employee shall continue her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 73.03.

38.02 Parental Leave

An employee shall be eligible for parental leave of up to thirty-seven (37) consecutive weeks without pay or thirty-five (35) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 38.01, provided such leave is concluded within fifty-two (52) weeks of the child's birth.

Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

ARTICLE 39 - ADOPTION LEAVE

39.01 Upon request and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks following the adoption of a child provided such leave is concluded within fifty-two (52) weeks of the child's adoption. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply the leave.

ARTICLE 40 - HEALTH CARE PLANS

40.01 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

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

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment, or upon the initial date of employment for those employees with portable services as outlined in Article 46

40.02 Dental Plan

Eligible employees shall be provided with:

- (a) A dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and fifty percent (50%) 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 \$1,850.00 per patient, with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one hundred percent (100%) of the premium.

40.03 Extended Health Care Plan

Eligible employees shall be provided with:

- (a) An Extended Health Care plan where the Employer shall pay 100% of the monthly premium.
- (b) The Extended Health Care plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$225.00 for each two (2) year period. The allowance for hearing aids will be \$425.00 for each 4 (four) year period. Effective the first day of the month 30 days after ratification the allowance for hearing aids will be \$600.00 for each 4 (four) year period.

ARTICLE 41 - LONG-TERM DISABILITY INSURANCE PLAN

- 41.01** The Employer shall provide, and pay 100% of the premium for, a long-term disability insurance plan, as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.
- 41.02** The plan shall cover post-probationary employees and provide such employees with two-thirds salary continuation until the age of sixty-five (65) in the event of a disability.

ARTICLE 42 - GROUP LIFE INSURANCE

- 42.01** The Employer shall provide and pay 100% of the premium for a group life insurance plan, as set out in the Addendum - Group Life and Long-Term Disability Insurance Plans.
- 42.02** The plan shall provide fifty thousand dollars (\$50,000.00) insurance coverage for post-probationary employees until age sixty-five (65). Thereafter, the amount of coverage shall decrease to twenty-five thousand dollars (\$25,000.00).
- Group insurance coverage will cease for all employees at age seventy (70).
- 42.03** The plan shall include coverage for accidental death and dismemberment and provision for conversion at the time of retirement or termination.

ARTICLE 43 - PENSION PLAN

- 43.01** Effective January 1, 1999, the Employer shall establish a Pension Plan which shall be a defined contribution pension plan. Eligible employees shall have the option of participating in the plan.
- 43.02** All regular full-time and regular part-time employees, upon completion of six (6) calendar months of employment, shall be eligible to participate.
- 43.03** Each participating employee shall contribute a minimum of one and one half (1 1/2) percent of regular earnings to the Plan. The Employer will contribute one and one half (1-1/2) percent of the participating employee's regular earnings to the Plan.
- 43.04** Each participating employee shall contribute a minimum of two and one half (2 ½) percent of regular earnings to the Plan. The Employer will contribute two and one half (2 ½) percent of the participating employee's regular earnings to the Plan. Effective April 1, 2005, employees shall be permitted to increase their contributions at one-half (½) percent increments to a maximum of three and one half (3 ½) percent. The Employer's contribution shall remain at two and one half (2 ½) percent.
- 43.05** Details of the Plan shall be outlined in the Plan document.

ARTICLE 44 - EMPLOYMENT INSURANCE COVERAGE

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

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

ARTICLE 45 - UNIFORMS

45.01 Uniforms

The Employer shall supply and maintain uniforms for employees who are required to wear same.

45.02 Joint Committee on Uniforms

The Employer and the Union shall establish and maintain a Joint Committee for the purpose of regulating uniforms.

The Joint Committee shall have equal representation appointed by the Union and appointed by the Employer.

The Joint Committee shall meet regularly by mutual agreement.

The Employer shall continue to pay the employees regular wages for time spent at meetings of the Joint Committee which take place during the regular scheduled hours of work.

45.03 Uniform Allowance

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs involving the direct care of residents, then a clothing/maintenance allowance of ten dollars (\$10.00) per bi-weekly pay period shall be paid.

This allowance does not apply to non-resident areas.

ARTICLE 46 - PORTABILITY

46.01 Portability

Any new employee who, within three (3) months previous to being hired by the Employer, was employed by a facility listed in Appendix "A" shall be required to serve a probationary period in accordance with Article 12.01. Upon completion of the probationary period, the employee shall be credited with portable benefits as defined below.

46.02 Portable Benefits

(a) Wages

Previous service in a similar position classification shall be recognized 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.

(b) **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 (Articles 31.01 and 31.02).

(c) **Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from his/her previous employment, up to a maximum of one hundred fifty-six (156) days, and shall be entitled to sick leave in accordance with the provisions of Article 34, commensurate with his/her accumulated seniority.

(d) **Special Leave**

The employee shall be credited with any unused accumulation of special leave from his/her previous employment.

ARTICLE 47 - PREVIOUS EXPERIENCE

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

47.02 A former employee, re-engaged for a previous job, who has been absent from employment from a long term care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

ARTICLE 48 - MORE FAVOURABLE RATE OR CONDITION

48.01 No employee who is, at present, receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 49 - SEVERANCE ALLOWANCE

49.01 Employees Who Qualify Defined

(a) A severance allowance shall be paid to each employee who has completed ten (10) years' **service and who:**

(1) voluntarily leaves the Employer's workforce after his/her fifty-fifth (55th) birthday, or

- (2) is terminated because the employee's services are no longer required due to closure of the facility, job redundancy, etc., except employees dismissed for cause, or
 - (3) dies in service.
- (b) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.
 - (c) Regardless of length of service, a severance allowance shall be paid to an employee who is required to retire because of a medical disability.
 - (d) Regardless of length of service, medical disability shall be determined by a board of medical practitioners .

49.02 Definition of Service Related to Calculation of Severance Allowance Monies

- (a) An employee's service shall be calculated from the initial date of employment as a regular full-time or regular part-time employee (Article 10 - Definition of Employee Status), subject to the application of Article 37.03 and the following:
 - (1) an employee, voluntarily terminating his/her service, or whose service is terminated by the Employer (except employees dismissed for cause) and who is later re-hired within three hundred and sixty five (365) calendar days by the same employer, shall have continuous service for purposes of severance allowance, subject to (c) below.
- (b) Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 37.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.
- (c) The same period of service cannot be used more than once for calculating severance allowance.

49.03 Calculation of Severance Allowance Monies

- (a) Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Proportionate payments shall be paid for service less than two (2) years as calculated in the following example:

If an employee has fifteen (15) years' service and 1000 hours into his/her sixteenth (16th) year, he/she shall be entitled to:

Fourteen (14) years' service	-	7 weeks
Fifteenth (15th) year	-	2 1/2 days
1000 hours additional $\frac{1000}{1957.5} \times 2.5$ days		

or 1.277 days

- (b) Length of service for part-time employees shall be calculated as follows:
- (1) total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service
 - (2) weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- (c) In addition to the foregoing severance allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at leave.
- (d) Employees with ten (10) or more continuous years of service and who were on staff on May 10, 1990, shall receive one (1) week's pay for every year of employment, upon terminating their services with the Employer.

ARTICLE 50 - PAY DAYS

- 50.01** Employees shall be paid by cheque or direct deposit at the employee's discretion every second Friday subject to the following provisions:
- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave and special leave credits earned, and an itemization of all deductions.
 - (b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
 - (c) Employees on evening shift shall receive their pay cheque on the day immediately prior to pay day.
 - (d) Employees on night shift shall receive their pay cheque on the morning of pay day at the conclusion of their shift.
 - (e) Employees whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day provided the cheque is available at his/her place of work.

- (f) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation.

ARTICLE 51 - BADGES AND INSIGNIA

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

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

ARTICLE 52 - BULLETIN BOARDS

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

ARTICLE 53 - NOTICE OF UNION REPRESENTATIVE VISITS

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

ARTICLE 54 - UNION ADVISED OF CHANGES

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

ARTICLE 55 - EMPLOYER PROPERTY

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

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

55.03 The Employer will ensure:

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

55.04 The practice of the Employer supplying tools to employees shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost,

broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 56 - VACCINATION AND INOCULATION

- 56.01** Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.
- 56.02** The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 57 - OCCUPATIONAL HEALTH AND SAFETY

57.01 Occupational Health and Safety Committee

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

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

In addition to persons appointed by the parties, either party may involve other employees who are neither members of the bargaining unit or 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 Industry Troubleshooter for a written recommendation.

- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

57.02 Aggressive Residents

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

ARTICLE 58 - CONTRACTING OUT

58.01 The Employer agrees that it will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit. The Employer will discuss with representatives of the Union, the functions it intends to contract out, that could otherwise be performed by members of the HEU within the facility, except where an emergency exists.

58.02 Unless the parties otherwise mutually agree, the Employer shall not utilize persons who are not on the Employer's payroll to perform duties which would normally be performed by employees within the bargaining unit of the Union.

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

ARTICLE 59 - VOLUNTEERS

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

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

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

ARTICLE 60 - CHILD CARE

The Employer and the Union agree to establish a Joint Committee to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by this Agreement.

ARTICLE 61 - PROFESSIONAL RESPONSIBILITY

61.01 In the interest of safe patient care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient care including:

- (a) nursing practice conditions
- (b) safety of residents and staff
- (c) workload.

61.02 The employee with a concern will discuss the matter with his/her immediate supervisor with the objective of resolving the concern. At his/her request, the employee may be accompanied by a steward.

61.03 If the matter is not resolved to his/her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of his/her discussion with his/her immediate supervisor. The employee retains the original and forwards copies to the Chair of the Union Management meetings and the Director of Care.

61.04 If the matter is not resolved to his/her satisfaction at the Union Management meetings the employee with a Union Representative, and the Employer may make presentations to a Troubleshooter as per Article 8.07. It is agreed that the Troubleshooter is the final step in this Professional Responsibility Clause.

ARTICLE 62 - PRINTING OF THE AGREEMENT

6262.01

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

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

This Agreement has been reorganised. Such reorganisation shall be as to form only, there being no intention of any alteration to substantive meaning.

ARTICLE 663 - VARIATIONS**6363.01**

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

ARTICLE 6464 - BINDING TRIBUNAL

6464.01

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

Prior to commencing arbitration proceedings, the chairperson of the arbitration board shall act as a mediator to assist the parties in reaching a voluntary resolution of the issues in dispute. In the event of an impasse, the proceedings shall be immediately reverted to arbitration.

ARTICLE 6565 - SAVINGS CLAUSE

6565.01

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

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

ARTICLE 6666 - EFFECTIVE AND TERMINATING DATES

6666.01

Effective and Terminating Dates

The Agreement shall be effective from April 1, 2004 and shall remain in force and be binding upon the parties until September 30, 2006 and from year to year thereafter unless terminated by either party on written notice served during the month of June 2006.

6666.02

Effective Date of Wages and Benefits

All new wages and benefits shall be effective from April 1, 2004 unless otherwise specified in this Collective Agreement. Non-compensation changes shall be effective from the signing date of this Agreement unless otherwise specified in this Collective Agreement.

6666.03 Retroactivity

All employees of record as of the date of signing the Memorandum of Settlement shall be eligible for retroactive pay for any paid hours from April 1, 2004 to the date of the retroactive payment.

The Employer will make every effort to make such retroactive payments within sixty (60) calendar days of the date of signing of this Agreement.

6666.04 It is agreed that the operation of Subsection 2 of Section 66 of the *Labour Relations Code of British Columbia* is excluded from this Agreement.

ARTICLE ~~67~~67 - SUPERIOR BENEFITS OR VARIATIONS

6767.01 All superior benefits or variations contained in Attachments, except as they are amended by negotiations, shall be continued in the Collective Agreement.

ARTICLE ~~68~~68 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

68.01 Employees shall be paid in accordance with the wage schedules as set out in the attached Classification and Wage Schedules. Employees who were employed prior to ratification shall not suffer a reduction in pay as a result of implementation of the new wage schedule.

~~68.01~~

**SIGNED ON BEHALF OF
THE EMPLOYER:**

**SIGNED OF BEHALF OF
THE UNION:**

Date: _____

Date: _____

CROFTON MANOR WAGE SCHEDULE
Crofton Manor Wage Schedule April 1, 2004 to September 30, 2006

Addendum - Classification & Wage Rates

	Ratification (New Hires on ratification date)		April 1, 2005	April 1, 2006 (Exp Sept 30, 2006)
Resident Care Aide	New Hire	\$17.27	\$17.58	\$17.85
	Probation	\$17.77	\$18.08	\$18.36
	1 year	\$18.31	\$18.58	\$18.86
Activity Aide	New Hire	\$17.27	\$17.58	\$17.85
	Probation	\$17.77	\$18.08	\$18.36
	1 year	\$18.31	\$18.58	\$18.86
Registered Nurses	<i>step 1</i>	\$24.01	\$24.37	\$24.74
	2	\$25.40	\$25.78	\$26.17
	3	\$26.66	\$27.06	\$27.47
	4	\$27.72	\$28.14	\$28.56
	5	\$28.63	\$29.06	\$29.50
	6	\$29.75	\$30.20	\$30.65
Housekeeping Aide				
Janitor	New Hire	\$16.73	\$16.99	\$17.24
Laundry Aide	1 year	\$17.23	\$17.49	\$17.75
Chef	New Hire	\$18.82	\$19.11	\$19.40
	1 year	\$19.37	\$19.66	\$19.96
Cook 1	New Hire	\$18.44	\$18.72	\$19.01
	1 year	\$18.99	\$19.27	\$19.56
Cook 2	New Hire	\$17.90	\$18.18	\$18.45
	1 year	\$18.45	\$18.73	\$19.01
Food Services Aide	New Hire	\$16.73	\$16.99	\$17.24
	1 year	\$17.23	\$17.49	\$17.75
Maintenance	New Hire	\$17.92	\$18.20	\$18.47
	1 year	\$18.47	\$18.75	\$19.03
Receptionist/Clerk	New Hire	\$16.44	\$16.70	\$17.00
	1 year	\$17.04	\$17.30	\$17.56
	2 years	\$17.64	\$17.90	\$18.17
Accts Clerk/Care Clerk	New Hire	\$17.12	\$17.39	\$17.66
	1 year	\$17.72	\$17.99	\$18.26
	2 years	\$18.32	\$18.59	\$18.87

ADDENDUM #1 - PART TIME EMPLOYEES

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

(a) **Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Article 31.01 and 31.02; that is, eight percent (8%) during the first (1st) year of regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Article 31.01 and 31.02.

(b) **Statutory Holidays**

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

(c) **Sick Leave**

7.2 days (54.0) hours per year for those working an average of fifteen (15) hours per week per calendar year, or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 34.

(d) **Special Leave**

Two and three-fifths (2-3/5) days (19-1/2 hours) per year for those working an average of fifteen (15) hours per week per calendar year, or a proportionate amount depending on time worked. All special leave credits shall be paid in conformity with Article 33.

(e) **Qualifying Period**

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

(f) **Increment Progression**

Based on calendar length of service with the Employer.

(g) **Seniority**

Applicable on a proportionate basis.

ADDENDUM #2 (Part 1.) - WAGES

1. Pay Scale Qualifications

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 long term institution 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.

2. Wages

The Schedule of Wages following, which includes equity pay and general pay increases in the categories determined by agreement between Pricare and the Hospital Employees Union, shall be implemented for the periods commencing April 1, 1991, April 1, 1992 and March 1, 1993, as noted.

Effective April 1, 1993 and for the periods determined up to March 31, 1994, Crofton Manor agrees to pay in the categories listed, those rates of pay as are determined by agreement between Pricare and the Hospital Employees Union, as a result of the wage re-opener and the equity **pay** settlements.

3. Retroactivity

Employees who have severed employment subsequent to April 1, 1991 shall be paid full retroactivity of the general increases in salary to the date of severance. The Employer shall notify all such employees (once in writing) at their last known mailing address that such retroactivity is payable upon written application.

The Employer will make every effort to make such retroactive payments within sixty (60) calendar days of the date of signing of this Agreement.

ADDENDUM #2 (Part 2.)

The following excerpt from p.16, 17, and 18 of the Report by Donald R. Munroe Q.C. dated July 7, 1992 forms the originating basis for the production of the foregoing Wage Schedule.

ADDENDUM - WAGES

- (a) A general wage increase of eighty-five dollars (\$85.00) per month shall be applied to all categories effective April 1, 1991.

- (b) A general wage increase of fifty dollars (\$50.00) per month shall be applied to all categories effective April 1, 1992.
- (c) Also effective April 1, 1992 (after having applied the fifty dollars (\$50.00) in item (b) above), there shall be an additional adjustment of one percent (1%).
- (d) Effective April 1, 1993, there shall be a re-opener limited to general wage increases applicable to all wage rates contained in the collective agreement. The process by which the wage re-opener shall be made effective shall be as follows. The parties will meet within sixty (60) calendar days prior to March 31, 1993, solely for the purpose of negotiating changes to the wage rates contained in the collective agreement to be effective April 1, 1993. If the parties do not reach agreement on that subject by March 31, 1993, they shall jointly apply in writing to the Minister of Labour and Consumer Services for the appointment of an Industrial Inquiry Commission, under Section 122 (2) of the Industrial Relations Act, with a mandate to make a specific recommendation as to changes to wage rates contained in the collective agreement to be effective April 1, 1993. In their written communication to the Minister requesting such appointment, the parties shall inform the Minister, pursuant to Section 122 (8) of the Industrial Relations Act, that they agree to accept and be bound by the recommendation of the Industrial Inquiry Commission. The parties shall jointly request of the Minister that the Industrial Inquiry Commission be directed to submit its report and recommendation within sixty (6) days of its appointment.
- (e) A special allowance of six dollars (\$6.00) per shift will be paid to nurses designated in charge of a facility for a specified shift.

ADDENDUM - PAY EQUITY PLAN

1. The parties agree with the principle that pay equity wage adjustments should be applied to certain wage categories in the B.C. Pricare/H.E.U. Collective Agreements.
2. The parties agree to make interim pay equity adjustments, in accordance with point #9, prior to finalizing pay equity.
3. The parties agree that the purpose of pay equity is to eliminate gender-based wage discrimination.
4. The parties agree that the implementation of pay equity will be incorporated into the Collective Agreement.
5. The parties agree that pay equity adjustments will be applied prior to implementing general wage increases.
6. The parties agree that there will be no red circling or wage reduction for any employee as a result of the implementation of pay equity.
7. The parties agree that interim pay equity adjustments will be made prior to implementing a comprehensive pay equity plan.

8. The parties agree that pay equity adjustments, including retroactivity, will be paid to all employees in eligible categories, including casual employees.

9. The pay equity adjustments shall be implemented as follows:

(a) **Year 1**

Effective April 1, 1991, an interim pay equity adjustment of \$75.00 per month shall be paid to all wage categories listed in Appendix I.

Effective April 1, 1991, the bottom increment step in respect of all categories, for which increment steps are now part of the wage structure, shall be eliminated.

Effective April 1, 1991, to the extent that any further adjustments are applied to the H.L.R.A./H.E.U. plan, such pay equity adjustments shall be applied in the same manner to this plan.

(b) **Year 2**

Effective April 1, 1991, such pay equity adjustments that are applied to the H.L.R.A./H.E.U. plan shall be applied in the same manner to this plan.

10. Effective April 1, 1993, and any subsequent years, adjustments that are applied to the H.L.R.A./H.E.U. plan shall be applied in the same manner to this plan.

11. **Pay Equity Arbitration Board**

The parties agree that any disputes between the parties about the interpretation, application, or alleged violation of the provisions of the pay equity plan shall be referred to a three person Pay Equity Arbitration Board chaired by Vince Ready. In the exercise of jurisdiction under this paragraph, the Pay Equity Arbitration Board will be limited to ruling on pay equity adjustments only and will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that the Pay Equity Arbitration Board will have rendered a decision on any outstanding issues within thirty (30) days of the matter being referred to it.

APPENDIX I

Standard Categories:

Resident Care Aide/Activity Aide
(Including Nurse Aide and Long Term Care Aide)

Housekeeping Aide

Laundry Aide

Dietary Aide - Dishwasher - Waitress - Cooks Helper

Receptionist/Clerk
(Includes Receptionist)

ADDENDUM #3 - GROUP LIFE AND LONG TERM DISABILITY INSURANCE PLANS

PART A - GROUP LIFE INSURANCE PLAN

Section 1 - Eligibility

Regular full-time and regular part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

Section 2 - Benefits

The Plan shall provide basic life insurance in the amount of Fifty Thousand Dollars (\$50,000.00) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her Group Life Insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

Section 3 - Premiums

The cost of the Plan shall be borne by the Employer.

PART B - LONG TERM DISABILITY PLAN

Section 1 - Eligibility

- (a) Regular full-time and regular part-time employees who are on staff at the date of the signing of the agreement and who are not presently disabled from working or who join the staff following that date shall, upon completion of the three month probationary period, become members of the Long Term Disability Plan as a condition of employment.
- (b) **Seniority & Benefits** - Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the provisions of Article 37.03 of the Collective Agreement which reads:

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

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

Employees on long term disability shall be considered employees for the purposes of the Pension Plan.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (effective September 30, 1993: 144 working hours) unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis.

Employees on long term disability shall have their Group Life Insurance Premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

Section 2 - Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for six (6) months, the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings, to a maximum of two thousand dollars (\$2,000.00) per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

The long term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age 65, recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

Section 3 - Total Disability Defined

- (a) Total disability, as used in this Plan, means during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in his/her normal occupation, and after the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- (c) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (d) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.
- (e) If an employee who is receiving this Long Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty percent (80%) of the employee's earnings at the date of disability.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

Section 4 - Exclusions and Limitations

Exclusions

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

1. intentionally self-inflicted bodily injury or sickness, while sane or insane;
2. rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;
3. flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.

Limitations

1. An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he/she is prevented from engaging in that

occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which he/she has received benefits provided by this policy.

2. In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 - Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- (i) Workers' Compensation Act, or similar law;
- (ii) Department of Veterans' Affairs;
- (iii) Retirement or Pension Plan with any employer;
- (iv) any disability provision or any group insurance policy;
- (v) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan;

the amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his/her income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 - Successive Disabilities

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed his/her previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred

and eighty (180) days or more of regular employment be considered as one period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

(i) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or

(ii) thirty (30) days,

whichever is greater.

Section 7 - Expiration of Sick Leave

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting period when the long term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long term disability benefit, or bank the unused sick leave credits for future use.

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to his/her former job, exercising his/her seniority rights if necessary, pursuant to Article 18.04 of the Collective Agreement.

Section 8 - Benefits upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 - Premiums

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's 65th birthday, whichever occurs first.

Section 10 - Waiver of Premium

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his/her insurance shall be waived for the period during which benefits are paid.

Section 11 - Claims

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his/her employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 - Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

ADDENDUM #4 - 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 one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one department, except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 15.01(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 be reverted to the casual list.
- (b) Where a position is filled by a casual employee under Section 3 and that position will last more than three (3) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer

following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 12(1) of this Addendum:

Article 40 Section 40.01 - Medical Plan
 Section 40.02 - Dental Plan
 Section 40.03 - Extended Health Care Plan

Article 41 Long Term Disability Insurance Plan
 Article 42 Group Life Insurance

- (c) Coverage under this section shall cease when either:
 - (i) the regular incumbent returns to the position, or
 - (ii) the casual employee is no longer working in the posted position.
 - (d) Casual employees receiving benefits under this section shall not be entitled to receive benefits under Section 15(2).
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
- (1) Article 12 - Probationary Period;
 - (2) Sections 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08 and 14.09 of Article 14 - Seniority;
 - (3) Section 15.01(c) of Article 15 - Job Postings and Applications;
 - (4) Article 18 - Technological, Automation and Other Changes;
 - (5) Article 19 - Reduction in the Work Force;
 - (6) Article 20.01 - Employer's Notice of Termination;
 - (7) Article 21 - Scheduling Provisions;
 - (8) Sections 23.09 and 23.10 of Article 23 - Overtime;
 - (9) Sections 31.03 and 31.04 of Article 31 - Vacations;
 - (10) Article 32 - Compassionate Leave;
 - (11) Article 33 - Special Leave;
 - (12) Article 34 - Sick Leave, W.C.B., Injury-On-Duty;
 - (13) Article 35 - Educational Leave;

- (14) Article 36 - Jury Duty;
 - (15) Article 37 - Leave - Unpaid;
 - (16) Article 38 - Maternity Leave;
 - (17) Article 39 - Adoption Leave;
 - (18) Article 40 - Health Care Plans;
 - (19) Article 41 - Long-Term Disability Insurance Plan;
 - (20) Article 43 - Pension Plan;
 - (21) Article 46 - Portability;
 - (22) Article 49 - Severance Allowance.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
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 in the classification registry applicable to the work required to be done, at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called.
 - (2) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time 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 log book 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) Casual employees who are employed by any other employer in any capacity shall notify the Employer ten (10) days prior to the beginning of each month: (a) the name of the other employer; (b) the schedule that they are required to work at the other employer; and (c) the days and times that they shall be available for work.

Where the employee fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on five (5) consecutive occasions in a period or periods during which they indicate 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.
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 employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first 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 weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
- (a) of the master casual seniority list; and
 - (b) of each classification registry maintained by the Employer.
12. (1) Except for regular employees who transfer to casual status under Section 16, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12 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 12.
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 7.5, which shall be deemed to be the number of days worked; and then
 - (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
14. Casual employees shall receive 12.2% of their straight time pay in lieu of scheduled vacations and statutory holidays.
15. (1) Provided that the employee so elects within sixty (60) days of the completion of 180 hours of work, or after the completion of each two year period thereafter, casual employees shall have an option to enroll in the following benefit plans:
- (a) medical services plan;
 - (b) dental plan;
 - (c) extended health plan.
- An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.
- (2) In order to fund the cost of those benefits in whole or in part, the Employer shall pay such employees 11.2% of their straight time pay in addition to any payments prescribed by Section 14.
- Such employee shall then pay to the Employer, in advance, the full cost of such benefits and shall maintain payment of them by any method agreeable to the Employer from month to month.
- Payment under this section shall in no event exceed the cost of the benefit premiums.
- (3) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits, and the employee shall cease receiving payments under subsection (2). Thereafter, the employee shall only be entitled to re-enroll in the sixty (60) day period following the completion of a further two (2) calendar years of employment as a casual employee.
16. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees

shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer, converted to hours on the following formula:

- (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer, multiplied by a factor of 0.714; and then
- (2) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.5.

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.

18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
19. All the provisions of this Addendum shall be effective October 1, 1987.

**APPENDIX "A" - LONG TERM CARE FACILITIES WITH PORTABLE BENEFITS
(PER ARTICLE 46)**

Acacia Ty Mawr
Arranglen Lodge
Beacon Hill Lodge
Beacon Hill Villa
Cambie Private Hospital
Canada Way Care Centre
Cartier House
Cherington Place
Como Lake Private Hospital
Deer Lake Private Hospital
Edith Cavell Private Hospital
Glen Brae Private Hospital
Haney Intermediate Care Home
Hilton Villa
Inglewood Private Hospital and Lodge
Ladner Private Hospital
McDonald Lodge #2
North Shore Private Hospital
Sherwood Crescent Guest Home
Southpines Private Hospital
West Vancouver Care Centre
Westshore Laylum
Willowhaven Private Hospital

MEMORANDUM OF AGREEMENT # 1

BETWEEN

CROFTON MANOR

and

HOSPITAL EMPLOYEES' UNION

Re: Eight (8) Hour Inclusive Shift

It is herein understood and agreed that the following employees shall be scheduled on an eight (8) hour inclusive shift, which shall consist of a seven and one-half (7 ½) hour work shift and a one-half (½) hour paid meal break, for as long as they are employed in their present full-time positions and classifications:

Girbax Claire
Vivian Law

**SIGNED ON BEHALF OF
THE EMPLOYER:**

**SIGNED OF BEHALF OF
THE UNION:**

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT #2

BETWEEN

CROFTON MANOR

and

HOSPITAL EMPLOYEES' UNION

Re: Nurse In-Charge Premium

Nurses assigned by the Employer to be in-charge of the facility shall be paid the premium of \$.80 per hour effective March 10, 1997.

Nurses assigned by the Employer to be in-charge of the facility shall be paid the premium of \$1.25 per hour effective April 1, 2002.

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Date: _____

**SIGNED OF BEHALF OF
THE UNION:**

Date: _____

MEMORANDUM OF AGREEMENT #3

BETWEEN

CROFTON MANOR

and

HOSPITAL EMPLOYEES' UNION

Re: Printing of Agreement - Article 61

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

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

**SIGNED ON BEHALF OF
THE EMPLOYER:**

**SIGNED OF BEHALF OF
THE UNION:**

Date: _____

Date: _____

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Date: _____

**SIGNED OF BEHALF OF
THE UNION:**

Date: _____

Letter of Understanding

Between

Crofton Manor

And

Hospital Employees' Union

Re: Article 15.01(c)

Whereas the parties desire to reduce barriers to providing part-time employees with expanded opportunities for work, over and above their existing position, and,

Whereas the Parties desire to minimize administrative burdens for scheduling part-time employees to fill opportunities for work over and above their existing schedule,

Therefore the Parties agree to the following guidelines in establishing a process for part-time employees to achieve additional work consistent with the provisions of the Collective Agreement and without penalty to the Employer:

Article 15.01(c) Process

Notwithstanding the provisions of Article 15.01(c), the parties agree that where a temporary vacancy exists and is expected to last forty-five (45) days or less, the vacancy will not be posted and shall be filled in accordance with the following:

(A) Registration for Temporary Vacancies of Less Than 45 Days Under Article 15.01(c)

- (1) To be considered for such vacancies, regular full-time and regular part-time employees must complete a standard application form.
- (2) Staff must apply in advance for vacancies in which they are interested and applications must be received prior to the vacancy being booked.
- (3) The employee must meet the minimum requirements for the position(s), which they apply for.
- (4) An employee may register for work in more than one position and in more than one department, subject to (3) above.

- (5) An employee, who wishes to apply for specific vacancies or positions may enter this on the form and will only be considered for vacancies or positions listed on the form.

(B) Unplanned/Unanticipated Vacancies

A vacancy that occurs with forty-eight (48) hours or less notice to the Employer is an Unplanned / Unanticipated vacancy and shall be filled as follows:

- (1) From the casual list for the first two days of the vacancy.
- (2) The remainder of an unplanned or unanticipated vacancy shall be offered to regular employees as per the awarding of planned or anticipated vacancies, in part (c) below.

(C) Awarding of Planned / Anticipated Vacancies

A vacancy that occurs with more than forty-eight (48) hours notice to the Employer is a Planned / Anticipated vacancy and shall be offered in order of seniority to regular employees who have registered for work in the vacancy to be filled, subject to:

- (1) The vacancy is to be offered and accepted as a block, i.e. when accepted, the employee is committed to working the entire block. At their option, the employee may decide to be relieved of their schedule to accept the assignment.
- (2) If a registered employee cannot fill the vacancy within seven (7) days of the vacancy arising, the vacancy shall be offered to the next senior registered employee.
- (3) For the purposes of accepting a vacancy under Article 15.01(c), the overtime penalty for changing shifts or start and stop times, with less than fourteen (14) days notice of schedule change, is waived.
- (4) Article 21.01(d) shall apply for employees registering for vacancies under Article 15.01(c).
- (5) All other provisions of the Collective Agreement shall apply in considering if overtime is applicable.
- (6) Unless specified herein, an employee may not waive payment of overtime to accept an assignment under Article 15.01(c).
- (7) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy under 15.01(c) shall be considered unavailable for such temporary vacancy.
- (8) A part-time employee who has accepted a temporary vacancy under 15.01(c) which conflicts with a casual assignment shall be considered unavailable for such casual assignment.
- (9) Third and subsequent vacancies may be filled pursuant to the Casual Addendum.

The parties agree to review this process every six (6) months during the term of the Collective Agreement, or within a reasonable time upon the request of either party.

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Date: _____

**SIGNED OF BEHALF OF
THE UNION:**

Date: _____