

**COLLECTIVE AGREEMENT**

**between**

**HOSPITAL EMPLOYEES UNION/BRITISH COLUMBIA  
NURSES UNION  
(The Unions)**

**and**

**BEAR CREEK LODGE LIMITED  
(The Employer)**

**For the Period**

**October 1, 2006 to September 26, 2009**

## TABLE OF CONTENTS

<u>Contents</u>	<u>Page</u>
<b>DEFINITIONS</b> .....	<b>1</b>
<b>Definition of Employee Status</b> .....	<b>2</b>
<b>Regular Full-Time Employee</b> .....	<b>2</b>
<b>Regular Part-Time Employee</b> .....	<b>2</b>
<b>Casual Employees</b> .....	<b>2</b>
<b>Restriction of Employee Status</b> .....	<b>2</b>
<b>PREAMBLE</b> .....	<b>3</b>
<b>ARTICLE I - RECOGNITION OF THE UNION</b> .....	<b>4</b>
<b>1.01 Sole Bargaining Agency</b> .....	<b>4</b>
<b>1.02 Union Shop</b> .....	<b>4</b>
<b>1.03 Check Off of Union Dues</b> .....	<b>4</b>
<b>1.04 Membership Information</b> .....	<b>6</b>
<b>1.05 Employer and Union Shall Acquaint New Employees</b> .....	<b>6</b>
<b>1.06 Recognition and Rights of Shop Stewards</b> .....	<b>7</b>
<b>1.07 No Discrimination</b> .....	<b>8</b>
<b>1.08 Complaints Investigation</b> .....	<b>8</b>
<b>1.09 Right to Refuse to Cross Picket Lines</b> .....	<b>9</b>
<b>1.10 Notice of Union Representative Visits</b> .....	<b>9</b>
<b>1.11 Bulletin Boards</b> .....	<b>9</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS</b> .....	<b>9</b>
<b>2.01 Rights Reserved</b> .....	<b>9</b>
<b>2.02 Management Rights</b> .....	<b>9</b>
<b>ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES</b> .....	<b>10</b>
<b>3.01 Definition of Displacement</b> .....	<b>10</b>
<b>3.02 Notice of Displacement</b> .....	<b>10</b>
<b>3.03 Bumping</b> .....	<b>11</b>
<b>3.04 Technological Displacement</b> .....	<b>11</b>
<b>ARTICLE 4 - DISCUSSION OF DIFFERENCES</b> .....	<b>11</b>
<b>4.01 Committee on Labour Relations</b> .....	<b>11</b>
<b>4.02 Union Committee</b> .....	<b>11</b>
<b>4.03 Union/Management Meetings</b> .....	<b>12</b>
<b>4.04 Committee Meetings</b> .....	<b>13</b>
<b>4.05 Conduct of the Grievance Procedure</b> .....	<b>13</b>
<u>    (a) Representation</u> .....	<b>13</b>
<u>    (b) Right to Have Steward Present</u> .....	<b>13</b>

(c) Employee Called as a Witness .....	14
(d) Arbitration Board Hearings .....	14
(e) Right to Grieve Disciplinary Action .....	14
(f) Evaluation Reports .....	14
(g) Personnel File.....	15
(h) Time Limits.....	15
(i) Deviation from Grievance Procedure .....	16
(j) Burden of Proof.....	16
(k) Notice of Dismissal or Suspension .....	16
<b>4.06 Grievance Procedure .....</b>	<b>16</b>
Step 1 .....	16
Step 2 .....	16
Step 3 .....	17
<b>4.07 Dismissal/Suspension for Alleged Cause.....</b>	<b>17</b>
<b>4.08 Reinstatement of Employees.....</b>	<b>18</b>
<b>4.09 Industry Troubleshooter .....</b>	<b>18</b>
<b>4.10 Expedited Arbitration.....</b>	<b>19</b>
<b>ARTICLE 5 - ARBITRATION.....</b>	<b>20</b>
5.01 (a) Composition of the Board.....	20
(b) Single Arbitrator .....	21
5.02 Authority of Arbitration Board.....	21
5.03 Time Limit for Decision of Arbitration Board .....	21
5.04 Decision of Arbitration Board.....	21
5.05 Disagreement on Decision .....	21
5.06 Expenses of Arbitration .....	22
5.07 Amending Time Limits.....	22
<b>ARTICLE 6 - SENIORITY.....</b>	<b>22</b>
6.01 Seniority Defined.....	22
6.02 Probationary Period .....	22
6.03 Loss of Seniority .....	23
6.04 Same Service Seniority Date .....	23
6.05 Promotion, Transfer, Demotion, Release .....	23
6.06 Qualifying Period .....	23
6.07 Temporary Promotion, Transfer, or Demotion.....	24
6.08 Promotions .....	24
6.09 Transfers .....	24
6.10 Demotions.....	24
6.11 Reduction in Work Force .....	25
6.12 Re-employment after Voluntary Termination or Dismissal for Cause.....	26
6.13 Supervisory or Military Service.....	26
6.14 Seniority Lists.....	26
6.15 Job Descriptions .....	26
6.16 Notice of New and Changed Positions.....	27
6.17 Job Postings and Applications.....	27

6.18	Relieving in Higher-Rated Positions.....	29
6.19	Relieving in Lower-Rated Positions.....	29
6.20	Temporary Assignment to an Excluded Position .....	29
6.21	Applications from Employees .....	30
6.22	Temporary Positions to Accommodate Workload Hours .....	30
<b>ARTICLE 7 - LEAVE OF ABSENCE.....</b>		<b>31</b>
7.01	Unpaid Leave .....	31
7.02	Health and Welfare Benefits While on Unpaid Leave of Absence.....	31
7.03	Unpaid Leave - Union Business.....	31
7.04	Union Bargaining Committee .....	32
7.05	Unpaid Leave - Public Office .....	33
7.06	Compassionate Leave .....	33
7.07	Special Leave .....	34
7.08	Family Responsibility Leave.....	34
7.09	Educational Leave .....	34
<b>ARTICLE 8 - HOURS OF WORK AND OVERTIME.....</b>		<b>35</b>
8.01	Continuous Operation .....	35
8.02	Hours of Work.....	35
8.03	Scheduling Provisions .....	37
8.04	Part-Time Employees.....	38
8.05	Shift Premiums .....	38
8.06	Overtime .....	38
8.07	Overtime Compensation .....	38
8.08	Call-back.....	40
8.09	Call-In - Statutory Requirement.....	41
8.10	On-Call Differential .....	41
8.11	Responsibility Pay.....	41
<b>ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS.....</b>		<b>41</b>
9.01	Statutory Holidays .....	41
9.02	Holidays Coinciding With a Day Vacation.....	42
9.03	Christmas or New Year's Day Off .....	42
9.04	.....	42
9.05	.....	43
9.06	Statutory Holiday Pay - Temporary Position .....	43
9.07	Statutory Holiday Pay .....	43
9.08	.....	43
9.09	Vacation.....	43
9.10	Vacation Earnings for Partial Year .....	44
9.11	Vacation Carryover .....	45
9.12	Call-back from Vacation.....	45
9.13	Vacation Scheduling .....	45
9.14	Vacation Schedules.....	46
9.15	Vacation Pay.....	46
9.16	Vacation Credits Upon Death .....	46

9.17	Reinstatement Of Vacation Days - Sick Leave	46
<b>ARTICLE 10 - CONDITIONS OF EMPLOYMENT</b>		<b>46</b>
10.01	Unusual Job Requirements of Short Duration	46
10.02	Vaccination and Inoculation	47
10.03	Employer's Notice of Termination	47
10.04	Employee's Notice of Termination	47
10.05	Employment Abandoned	48
<b>ARTICLE 11 - GENERAL PROVISIONS</b>		<b>48</b>
11.01	Uniforms	48
	(a) Uniforms	48
	(b) Uniform Allowance	48
11.02	Employer Property and Personal Property Damage	48
	(a) Employer Property	48
	(b) Personal Property Damage	49
	(c) Indemnity	49
11.03	Badges, Insignia and Union Shop Cards	49
11.04	Sick Leave	49
	(j) Employee to Contact Employer	52
11.05	Maternity, Parental and Adoption Leave	52
11.05.01	Maternity Leave	52
11.05.02	Parental Leave	53
11.05.03	Benefits Continuation	53
11.05.04	Adoption Leave	54
11.06	Pay Days	54
11.07	Rest and Meal Periods	55
11.08	Jury Duty	55
11.09	Health Care Plans	55
	(a) Medical Service Plan	55
	(b) Drug Plan	56
	(c) Extended Health Care Plan	56
	(d) Dental Plan	56
	(e) Life Insurance Policy	56
	(g) Vision Care	57
11.10	Commencement of Coverage	57
11.11	Employment Insurance Coverage	57
11.12	RRSP	57
11.13	Change in Agreement	57
11.14	Printing of the Agreement	57
11.15	Occupational Health and Safety	58
	(13) Date of Injury	59
	(14) Transportation	60
	(15) Right to Refuse Unsafe Conditions	60
	(16) Investigation of Accidents	60
11.16	Transportation Allowance	60

<b>ARTICLE 12 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA .....</b>	<b>60</b>
<b>ARTICLE 13 - VARIATIONS .....</b>	<b>61</b>
<b>ARTICLE 14 - BINDING TRIBUNAL/ARBITRATION .....</b>	<b>61</b>
<b>ARTICLE 15 - CONTRACTING OUT .....</b>	<b>61</b>
<b>ARTICLE 16 - SAVINGS CLAUSE.....</b>	<b>61</b>
<b>ARTICLE 17 - VOLUNTEERS.....</b>	<b>62</b>
<b>ARTICLE 18 - EFFECTIVE AND TERMINATING DATES.....</b>	<b>62</b>
_____(d) Agreement to Continue in Force.....	63
_____(e) Effective Date of Agreement.....	63
<b>ARTICLE 20 - SUPERIOR BENEFITS OR VARIATIONS .....</b>	<b>63</b>
<b>ARTICLE 21 - STAFF MEALS .....</b>	<b>63</b>
<b>SIGNED ON BEHALF OF THE EMPLOYER: .....</b>	<b>64</b>
<b>SIGNED ON BEHALF OF THE HOSPITAL EMPLOYEES' UNION: .....</b>	<b>65</b>
<b>ADDENDUM #1.....</b>	<b>66</b>
Part-Time Employees .....	66
Qualifying Period .....	66
Increment Progression.....	66
<b>ADDENDUM #2.....</b>	<b>67</b>
Language Provisions - Wage Schedules.....	67
<b>ADDENDUM #3.....</b>	<b>68</b>
Wage Schedules.....	68
<b>ADDENDUM #4.....</b>	<b>69</b>
Wage Re-opener .....	69
<b>ADDENDUM #5.....</b>	<b>70</b>
Casual Employees .....	70
<b>ADDENDUM #6.....</b>	<b>75</b>
Group Registered Retirement Savings Plan.....	75
<b>ADDENDUM #7.....</b>	<b>76</b>
Parking.....	76
<b>ADDENDUM #8.....</b>	<b>77</b>
Shift Schedule for Care Aides .....	77
<b>ADDENDUM #9.....</b>	<b>78</b>
Night Nurse Pay.....	78

## DEFINITIONS

For the purpose of this Agreement:

1. "Employer" means Bear Creek Lodge Limited.
2. "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union."
3. "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties.
4. "Common-law spouse" is defined as two (2) people who have co-habitated as spousal partners for a period of not less than one (1) year.

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

Article 7.06 - Compassionate Leave

Article 7.07 - Special Leave

Article 11.09(a) - Medical Plan

Article 11.09(d) - Dental Plan

Article 11.09(c) and (e) - Extended Health Care Plan.

5. "Employee" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
6. "Leave of absence with pay" means to be absent from duty with permission and with pay.
7. "Leave of absence without pay" means to be absent from duty with permission but without pay.
8. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

## **Definition of Employee Status**

### **1) Regular Full-Time Employee**

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

### **2) Regular Part-Time Employee**

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

### **3) Casual Employees**

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

### **4) Restriction of Employee Status**

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



## **PREAMBLE**

The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Therefore, it is the purpose of both parties to this agreement:

- a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- c) To encourage efficiency in operations.
- d) To promote the morale, well being and security of all employees in the bargaining unit of the Union while recognizing that the care of the residents served by the home will achieve greater independence and autonomy.
- e) To provide competent services to the development of the residents of the home to the fullest extent possible, using methods which promote the dignity, respect and well being of the residents and the economy of operation and quality and quantity of service. It is recognized by this agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said objective.
- f) To promote autonomy and independence of the residents in their home.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees to be drawn up in an Agreement:

NOW THEREFORE, the Parties agree as follows:

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

### **1.01 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.

### **1.02 Union Shop**

All employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within sixty (60) days after their initial date of employment in the Bargaining Unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to Union dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within sixty (60) days of written advice as noted above.

In the event an employee is terminated pursuant to Article 1.02, the following provisions shall not be applicable to the employee:

Grievance Procedure - Article 4.07

Dismissal/Suspension for Alleged Cause - Article 4.08

Employer's Notice of Termination - Article 10.03

### **1.03 Check Off of Union Dues**

- a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues, assessment and initiation fees, payable to the Union by a

member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- b) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made. The Employer shall also provide a list of names of all employees including those hired and all employees who have left the employment of the Employer, designating discharges, retirements, resignations and deaths, from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

- c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in Union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

- d) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay

of the employees in the bargaining unit, except by mutual agreement of the parties to this Agreement.

- e) At the same time that income tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest date, or not later than March 1st of the succeeding year.

#### **1.04 Membership Information**

The Employer agrees to provide to the Union twice a year, within the first week of the months of January and July, a list of all union members, their current job categories, and employee status, known to the Employer.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

#### **1.05 Employer and Union Shall Acquaint New Employees**

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

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

New employees shall receive regular wages while attending such meetings, but

regular wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

### **1.06 Recognition and Rights of Shop Stewards**

The Employer recognizes each Union's right to select three (3) Shop Stewards and three (3) alternates to represent employees. The number of Shop Stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A Steward or his/her alternate shall obtain the permission of his/her department head and in his/her absence the person in charge before leaving his/her work to perform his/her duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the Steward shall notify his/her department head and in his/her absence the person in charge.

Duties of the Shop Steward include but are not limited to:

- a) investigation of complaints.
- b) investigation of grievances and assisting any employee whom the Shop Steward represents in preparing and presenting a grievance in accordance with the grievance procedure.
- c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises.
- d) carrying out duties within the realm of assigned safety responsibilities for two (2) Shop Stewards for HEU and one (1) Shop Steward for BCNU who are members of Safety Committees.
- e) attending meetings called by Management.

When a Shop Steward is the only employee on duty in a department or where his/her absence would require the Employer to call in another employee or assign another employee to a higher rated position, the Shop Steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

One (1) Shop Steward or Union Committee member for each Union shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

### **1.07 No Discrimination**

- a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **1.08 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 Ms. Gwen Brodsky, Ms. H. Jansen or Ms. J. Henderson (Complaints Investigator), or
- b) where the complaint pertains to the conduct of a person not in the HEU Bargaining Unit, it shall be referred to Ms. H. Laing (Complaints Investigator).

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

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

### **1.09 Right to Refuse to Cross Picket Lines**

- a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay.
- b) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- c) Any employees assigned to cover essential services as defined in the Labour Code and the Essential Services Disputes Act shall be authorized and permitted to cross a legal picket line.

### **1.10 Notice of Union Representative Visits**

The Union shall inform the Employer when a Union's representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility.

### **1.11 Bulletin Boards**

The Employer shall provide bulletin boards for the exclusive use of the Unions, to be located in the staff lunchroom. The use of such bulletin board shall be restricted to the business affairs of the Unions and for the display of one Union shop card.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Rights Reserved**

The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority to manage and direct the workforce is exclusively vested with the Employer but may be modified by mutual agreement.

### **2.02 Management Rights**

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- a) hire, direct, and assign work to employees;

- b) promote, demote, transfer, layoff, recall or retire employees;
- c) suspend, discipline and discharge employees for just and reasonable cause;
- d) evaluate job performance;
- e) establish new, and abolish existing, job classifications;
- f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- g) establish, maintain and enforce rules and regulations that are reasonable and not in conflict with this Agreement;
- h) maintain order and efficiency; and
- i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shift, the hours and days of work, and the number of employees required at any given time.

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

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

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

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

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

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

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



seniority and ability.

### **3.03 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability. Bumping rights must be exercised within fourteen (14) days of notification of displacement.

An employee exercising their options under this article shall be moved to their new position at the end of their notice period under article 6.11, unless mutually agreed otherwise. An employee shall not incur a loss of income during their notice period.

A transfer under Article 3.03 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.

### **3.04 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 6.02 and Article 6.11.

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

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

The Employer shall appoint and maintain a committee to be called the "Employer Committee on Labour Relations", one (1) member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

### **4.02 Union Committee**

The HEU and the BCNU shall appoint and maintain a union committee made up of representatives. For the BCNU this shall include stewards and for the HEU it shall include, but not be limited to the Secretary Business Manager or his/her designated representative. This shall be known as the Union

### Committee

The Union Committee and the Employer Committee on Labour Relations shall, as occasion warrants, meet for the purpose of discussing Labour relations issues between the parties which may include but not be limited to:

- 1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- 2) correcting conditions causing misunderstandings;
- 3) dealing with matters referred to in this Agreement;
- 4) planning, training and skills upgrading for those employees affected by technological changes, new programs, and methods of operation, and general skills upgrading to enable employees to qualify for new positions being planned through future expansion or renovation.

At the request of either party the respective Union may meet with the Employer's Committee on Labour Relations separately.

Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.

### **4.03 Union/Management Meetings**

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and, if possible, resolving any grievance or dispute arising between the Employer and the employee concerned. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.

Grievances of a general nature may be initiated by a member of either Committee in Step 2 of the grievance procedure.

In addition, such meetings may discuss other issues relating to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:

- 1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- 2) correcting conditions causing misunderstandings;
- 3) dealing with matters referred to in this Agreement;
- 4) planning, training and skills upgrading for those employees affected by

technological changes, new programs, and methods of operation, and general skills upgrading to enable employees to qualify for new positions being planned through future expansion or renovation.

Minutes of Union Management Meetings shall be transcribed by the Employer and distributed to committee members.

#### **4.04 Committee Meetings**

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

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

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

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

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its Officers, and similarly, the Employer shall supply the Union with the names of the Administrator or designate with whom the Union may be required to transact business.

##### **(b) Right to Have Steward Present**

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a Director of Care intends to interview an employee for disciplinary purposes, the Director of Care must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a Director of Care intends to interview a Shop Steward for disciplinary purposes, the Shop Steward shall have the right to consult with a Staff Representative of the Union and to have another Shop Steward or alternate present at any disciplinary discussion with Director of

Care and Department Head personnel, providing that this does not result in an undue delay of the appropriate action being taken.

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

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

(d) **Arbitration Board Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a maximum of three (3) employees representing the Union before an arbitration board, provided the dispute involves the Employer.

(e) **Right to Grieve Disciplinary Action**

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

(f) **Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the work-site. The employee shall sign the appraisal within seven (7) calendar days of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one

(1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within twenty-one (21) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

**(g) 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.

No document of a disciplinary nature shall be placed on the employee's personnel file without his/her knowledge. The employee must initial all such documents on an employee's personnel file. Initials on a document do not indicate agreement or disagreement with the contents.

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

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

**(h) Time Limits**

i. Notification to arbitrate shall be deemed presented on the date on

which it is faxed or delivered to the Employer or the Union.

- ii. The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

(i) **Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

(j) **Burden of Proof**

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

(k) **Notice of Dismissal or Suspension**

Notice of dismissal or suspension shall be in writing and shall be set forth the reasons for dismissal or suspension, and a copy shall be sent to the Local Chairperson of the Union or his/her designate.

**4.06 Grievance Procedure**

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

- Step 1** The individual employee, with or without his/her Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor or head of his/her department within seven (7) calendar days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, then:
- Step 2** The grievance shall be reduced to writing, signed by the employee and the Shop Steward or Union Committee member, and shall be presented to the immediate supervisor or head of the department

by the Shop Steward, or Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the grievance, the supervisor or department head shall give his/her written reply. Failing a satisfactory settlement at this stage, then:

**Step 3 HEU** – 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 designated representative or be discussed at the next scheduled Union/Management Meeting (Article 4.03).

**BCNU** – The grievance shall be a matter for discussion between the Union Labour Relations Officer, grievor and Union Steward, and the Employer's representative

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

- 1) The employer shall notify the Union within three (3) business days of all employee terminations. For the HEU, the Secretary-Business Manager or his/her representative shall be notified and for the BCNU, the Labour Relations Officer shall be notified.
- (2) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union Secretary-Business Manager or his/her designated representative of the HEU, or contact a Union Representative of the BCNU.
- (3) Within fourteen (14) calendar days after the date of dismissal, the HEU's Secretary-Business Manager or his/her designated representative or Labour Relations Officer for BCNU shall meet with the Administrator or his/her designated representative, to effect a resolution of the grievance. The decision of the Administrator or his/her designated representative shall be forwarded to the HEU's Secretary-Business Manager or his/her designated representative, or the Labour Relations Officer for BCNU within seven (7) calendar days of the meeting.
- (4) If within seven (7) calendar days following the meeting in (2) above there is no resolution of the said grievance, the grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 5.01(b).
- (5) The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment. The arbitrator shall hear and determine the dispute and issue a verbal or written decision within seven (7) days of the conclusion of the hearing. Such decision shall be final and binding upon

the parties. Upon receipt of the decision, either party may request written reasons for the decision. The parties agree that the time limits for appeal under the Labour Code of British Columbia will commence with the issuance of written reasons of the decision.

- (6) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.02.
- (7) The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one (1) of the arbitrators listed in Article 5.01.

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

If, prior to the constitution of an Arbitration Board pursuant to Article 5, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid-off, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

#### **4.09 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, Catherine Bruce, Colin Taylor, Q.C., Dalton Larson, Heather Laing, Donald Munroe, Q.C., Vincent L. Ready, or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to Industry Troubleshooter only after the completion of Step 3 of the grievance procedure.



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

#### **4.10 Expedited Arbitration**

- (1) A representative of the Employer and the Secretary-Business Manager of the HEU or Labour Relations Officer for the BCNU, 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.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be informal, lawyers will not be used to represent either party.
- (5) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (9) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (10) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the

arbitrator.

- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be Joan Gordon, Colin Taylor, Q.C., Dalton Larson, Heather Laing, Donald Munroe, Q.C. and Vincent L. Ready.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5, excepting Article 5.03.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.
- (15) Any suspension for alleged cause that is not dealt with under Article 4.11 shall be referred immediately to Article 4.07, for resolution.

## **ARTICLE 5 - ARBITRATION**

### **5.01 (a) Composition of the Board**

Should the Committee on Labour Relations, the HEU or the BCNU fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party within thirty (30) days of exhausting the grievance procedure, 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 (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board shall be selected within seven (7) days, by the two (2) thus appointed from the following list of names:

- 1. D.R. Munroe, Q.C.
- 2. J. Gordon
- 3. V. L. Ready
- 4. D. Larson
- 5. M. Jackson, Q.C.
- 6. C. Taylor, Q.C.
- 7. H. Laing
- 8. K. Albertini

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

**(b) Single Arbitrator**

If the dismissal or suspension of an employee for alleged cause is not settled at Step 3 of the grievance procedure, such grievance shall be referred to a single arbitrator in the place of the three-person board. The single arbitrator will be selected by the parties from the list of arbitrators named above.

**5.02 Authority of Arbitration Board**

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

**5.03 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.

**5.04 Decision of Arbitration Board**

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be in writing and shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

**5.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

### **5.06 Expenses of Arbitration**

Each party shall pay:

- a) the fees and expenses of the nominee it appoints;
- b) one-half (½) of the fees and expenses of the Chairperson.

### **5.07 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

## **ARTICLE 6 - SENIORITY**

### **6.01 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the facility and shall accumulate based on straight-time hours paid since the date of employment with the Employer.

Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

The above applies to the following Articles:

- Article 6.16 - Postings
- Article 6.11 - Layoff & Recall
- Article 7 - Unpaid Leave
- Article 9.13 - Vacation Scheduling
- Article 11.05 - Maternity & Adoption Leave
- Article 11.09 - Health & Welfare

### **6.02 Probationary Period**

It is understood that all new employees will be subject to a probationary period of four hundred and fifty-five (455) hours worked or six (6) months whichever occurs first. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one hundred and fifty (150)

hours worked, or one (1) calendar month, whichever comes first.

### **6.03 Loss of Seniority**

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment in the event that:

- a) he/she is discharged for just cause;
- b) he/she voluntarily terminates his/her employment;
- c) he/she is on layoff for more than twelve (12) months;
- d) he/she abandons his/her position in accordance with Article 10.05;
- e) he/she is on layoff and fails to report when recalled for work in accordance with Article 6.11.

### **6.04 Same Service Seniority Date**

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

### **6.05 Promotion, Transfer, Demotion, Release**

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

### **6.06 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of four hundred and fifty five (455) hours or six (6) calendar months whichever occurs first.

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 four hundred and fifty five (455) hours or six (6) calendar 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 classification without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of Article 6.06.

#### **6.07 Temporary Promotion, Transfer, or Demotion**

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

#### **6.08 Promotions**

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

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

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

#### **6.09 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.

#### **6.10 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform

the duties of the lower-rated job without a training period. For the purpose of Article 6.07 and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed four hundred and fifty-five (455) hours or six (6) calendar months whichever occurs first.

### **6.11 Reduction in Work Force**

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

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

- a) less than five (5) years seniority -- twenty-eight (28) calendar days (4 weeks);
  - b) five (5) years seniority -- thirty-five (35) calendar days (5 weeks);
  - c) six (6) years seniority -- forty-two (42) calendar days (6 weeks);
  - d) seven (7) years seniority -- forty-nine (49) calendar days (7 weeks);
  - e) eight (8) or more years seniority -- fifty-six (56) calendar days (8 weeks).
- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.
  - (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.

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

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

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

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

#### **6.12 Re-employment after Voluntary Termination or Dismissal for Cause**

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

#### **6.13 Supervisory or Military Service**

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

#### **6.14 Seniority Lists**

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, job category, straight-time hours paid up to the end of the previous month's pay period and start date. A copy of the seniority lists shall be supplied to the Secretary-Business Manager or his/her designate and to the Bargaining Unit Chairperson. Such lists shall be open for correction for a period of thirty (30) calendar days following the end of each calendar year, after which the seniority list will be considered accurate upon the approved signature.

#### **6.15 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 for HEU and Labour Relations Officer for BCNU, 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.

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

- a) 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.
- b) 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.
- 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.

#### **6.17 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of 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 employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.

- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
  - (i) the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
  - (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If a vacancy or new job has a duration of longer than three (3) days and 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 6.05. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 8.03(a)(ii), the proposed move shall not be made.
- (d) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.

- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local of the HEU or the local BCNU steward within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within three (3) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (h) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- (i) An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

#### **6.18 Relieving in Higher-Rated Positions**

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a salary range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

#### **6.19 Relieving in Lower-Rated Positions**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

#### **6.20 Temporary Assignment to an Excluded Position**

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive eight percent (8%) more than his/her current rate.

## **6.21 Applications from Employees**

Applications from qualified employees shall be considered prior to applications from non-employees.

## **6.22 Temporary Positions to Accommodate Workload Hours**

Where an extraordinary workload develops, due to fluctuations in resident occupancy levels, and where it is not practicable to increase the hours of a part-time regular employee to meet the needs of the extraordinary workload, the Employer may post for a maximum of one (1) temporary position in each of the kitchen, nursing and housekeeping departments in order to meet the workload need.

The terms and conditions governing these temporary positions are as follows:

- i) at the employee's option, temporary hours may be added to increase the hours of work for a part-time regular employee;
- ii) the temporary position must be posted in accordance with Article 6.21;
- iii) the maximum term of the temporary position or assignment of temporary hours pursuant to i) above, is four (4) months;
- iv) a temporary position cannot be created within a department where a layoff has occurred for at least one hundred and twenty (120) days following issuance of the layoff notice;
- v) the Employer shall complete and provide to the Union the "Temporary Position Notification" form no less than three (3) days prior to posting or terminating a temporary position;
- vi) a temporary position may be deleted any time during the four (4) month period provided no less than seven (7) days written notice is given to the employee and the Union;
- vii) when a temporary position ends, the employee shall return to their previous position and status; and
- viii) employees working in a temporary position shall receive all rights and benefits applied to regular employees in accordance with the provisions of the Collective Agreement.

## **ARTICLE 7 - LEAVE OF ABSENCE**

### **7.01 Unpaid Leave**

- a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the administrator and/or her designate. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.
- b) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) days, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- c) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave. Except those employees on WCB, sick, LTD, maternity, parental, adoption and ICBC leaves.

### **7.02 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee gives post dated cheques in advance to the employer, for the monthly cost of all the benefit premiums to the Employer.

### **7.03 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the 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 4.05.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and, where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions. 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.

#### **7.04 Union Bargaining Committee**

A Union Bargaining Committee shall consist of a maximum of three (3)

representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 7.03 (Unpaid Leave - Union Business).

#### **7.05 Unpaid Leave - Public Office**

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

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

#### **7.06 Compassionate Leave**

- (a) Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother in-law, sister in-law, grandparent, grandchild, legal guardian, and ward. The Employer may reasonably request confirmation that the employee's relationship to the deceased is consistent with this article.
- (b) Leave of up to two (2) days may be granted for travel associated with compassionate leave.
- (c) 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.
- (d) Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

### **7.07 Special Leave**

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

- a) attendance at formal hearing to become a Canadian citizen -- one (1) day;
- b) paternity leave -- one (1) day;
- c) 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, employees may use up to six (6) days sick leave. An employee may be required to substantiate the emergency, provided such request is reasonable

### **7.08 Family Responsibility Leave**

In addition to Article 7.07 (c), employees are entitled to unpaid leave to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

### **7.09 Educational Leave**

#### **a) Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing that the employee take a designated courses and/or examinations. The costs 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.

The parties recognize the value of in-service seminars and of encouraging employees to participate in them.

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

#### **b) Employee Requested Unpaid Leave**



After four (4) years' continuous service, and employee may request and unpaid leave of absence of up to two (2) calendar years to take educational courses relating to the delivery of health care, subject to the following provisions:

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

**c) Employee Requested Paid Leave**

- (i) The Employer shall pay the cost of tuition, registration and course required materials upon proof of the employee's successful completion of the Employer approved educational program.

**ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.01 Continuous Operation**

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

**8.02 Hours of Work**

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be seven and one-half (7½) hours per day, an average of thirty-five (35) hour per week (on a four (4) on, two (2) off rotation), or an equivalent mutually agreed to by the Employer and the Union.

The thirty-five (35) hour week will be implemented within four(4) weeks of ratification. There will be no reduction to any term, or benefit of this agreement as a result of the thirty-five (35) hour work week implementation.

## Implementation

The parties understand that the thirty-five (35) hour work week will be achieved by the implementation of a four (4) on, two (2) off rotation. With respect to the scheduling of the eleven (11) statutory holidays, employees will be given the option of:

- a) having the eleven (11) 7.5 hour statutory holidays scheduled throughout the year to coincide with their scheduled two (2) days off. As many as possible stat days will be schedule to coincide with a Saturday, Sunday weekend; or
- b) having their eleven (11) 7.5 hour stat days scheduled in a block at specific times except during high vacation periods (ie. June 15 through September 15 and December);
- c) or combination of a) and b) above.

The newly constructed part-time schedules will include relief for scheduled statutory holidays.

The Employer will work with the Bargaining Committee to minimize disruption of employees during the implementation.

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 and twenty-one (121) days per year (that is, an average of two [2] days per six (6) day period plus a minimum of eleven [11] statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first (1st) scheduled shift in January, an employee has not had a minimum of one hundred and twenty-one (121) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred and twenty-one (121) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 8.06, 8.07 and Article 9.01.

Employees shall not be required at any time to work more than six (6) consecutive shifts and employees shall not receive at any time less than two (2) consecutive days off-duty, excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 8.07. Subject to the approval of the

Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

### **8.03 Scheduling Provisions**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (a) (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 (1st) shift worked pursuant to Article 8.07.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates, in accordance with Article 8.07(i).
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 8.03 shall be waived for all employees affected by the granting of such a request, provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that forty-eight (48) hours advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice, and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates, pursuant to Article 8.07.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

#### **8.04 Part-Time Employees**

The Employer, where practical, will use full-time employees rather than part-time employees.

#### **8.05 Shift Premiums**

- (a) Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.
- (b) Employees working the weekend shift shall be paid a shift differential of eighty cents (80¢) per hour for the entire shift worked.
- (c) In this section “evening shift” means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours) “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (700 hours).

#### **8.06 Overtime**

##### **Definition of Overtime**

- (a) “Overtime” means work performed by an employee in excess of the hours outlined in Article 8.02.
- (b) “Straight time rate” means the hourly rate of remuneration.
- (c) “Time and one-half” means one and one-half times the straight time rate.
- (d) “Double-time” means employees will be paid at two times (2x) their regular hourly rate.

#### **8.07 Overtime Compensation**

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 8.02, or who are requested to work on their scheduled off-duty days, shall be paid:
  - (i) the rate of time and one-half (1½) of their basic hourly rate of pay for the first (1st) three (3), and double time (2x) thereafter;
  - (ii) the rate of time and one-half (1½) of their basic hourly rate of pay

for all hours worked on a scheduled day off.

- (b) Employees required to work on a scheduled day off shall receive the overtime rate of time and one-half ( $1\frac{1}{2}$ ), but shall not have the day off rescheduled.
- (c) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 9.01, the employee shall be paid overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) times the premium statutory holiday rate for all hours worked beyond seven and one-half ( $7\frac{1}{2}$ ) in that day.
- (d) Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in (e) below.
- (e) At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within sixty (60) calendar days 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 sixty (60) calendar day period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- (f) An employee who works two and one-half ( $2\frac{1}{2}$ ) hours of overtime immediately before or following his/her scheduled hours of work shall be provided with a meal. One-half ( $\frac{1}{2}$ ) 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 8.07(i) have been met.
  - (ii) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (g) 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.

- (h) A regular part-time employee working less than the normal hours per day of a full-time employee and who is requested to work longer than his/her regular 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.
- (i) A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled 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 normal work days in the work week of a full-time employee.

If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift. In which the eight (8) hours off fall short, i.e. if only seven (7) hours time off were provided between shifts, the first one (1) hour worked on the next regular shift would be overtime.

- (j) An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift.
- (k) **Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Director of Care/Person In Charge.

## **8.08 Call-back**

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

### **8.09 Call-In - Statutory Requirement**

Any employee (except those covered by Article 8.08) reporting for work at the call of the Employer, shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of Business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

### **8.10 On-Call Differential**

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

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

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.

Should the Employer require an employee to have a pager or beeper available during his/her on-call period, then all related expenses for such device should be the responsibility of the Employer.

### **8.11 Responsibility Pay**

One Nurse, who shall be responsible for the facility in the absence of Management, shall receive payment of \$1.75 per hour for hours worked on the evening shift, night shift or weekend shift. These payments shall be in addition to Article 8.05 (Shift Premiums). The Director of Care or her designate shall have the authority to designate the employee responsible.

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

### **9.01 Statutory Holidays**

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal 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 twenty-one (121) days per year (two [2] days per six (6) day period plus a minimum of eleven [11] statutory holidays).

If at the end of a year (52 weeks dating from an employee's first (1st) scheduled shift in January), an employee has not had a minimum of one hundred twenty-one (121) 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 twenty-one (121), 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 Articles 8.06, 8.07 and Article 9.01.

Employees shall have the option of working up to two statutory holidays in exchange for up to two paid days off to observe as religious/cultural holidays. Employees shall give one month's notice of such requests.

### **9.02 Holidays Coinciding With a Day Vacation**

Where an employee is on vacation leave with pay and a paid statutory holiday falls within the same period, the paid statutory holiday shall not count as a day of vacation.

### **9.03 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 15th of each year.

### **9.04 Employees who are required to work on a scheduled statutory holiday 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 (1½) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holiday**



rescheduled in addition to such overtime pay.

**9.05** When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31<sup>st</sup> of the year following the year in respect of which they were originally scheduled.

**9.06 Statutory Holiday Pay - Temporary Position**

Payment for paid statutory holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding the designated holiday, in which case he/she shall receive the higher rate.

**9.07 Statutory Holiday Pay**

The premium for working on a regularly scheduled statutory holiday shall be at the rate of time and one-half (1 1/2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee in accordance with article 9.01.

**9.08** Part-time employees will receive their proportional statutory holiday entitlement on the basis of time off or pay in lieu of time at the Employer's option.

**9.09 Vacation**

All employees shall be credited for and granted vacations earned up to June 25 each year on the following basis:

- (a) New employees who have been continuously employed at least six (6) months prior to June 25 will receive vacation time based on total completed calendar months employed to July 1.

New employees who have not been employed six (6) months prior to June 25 will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1.

Regular part-time employees will be entitled to annual vacation on a pro-rata basis.

- (b) Employees shall have earned the following vacation with pay:

Start date to one year	- two weeks (10 days)	- 4.2%
One year up to four years	- three weeks (15 days)	- 6.2%
4 years or more	- four weeks (20 days)	- 8.2%

(c) **Supplementary Vacation**

- (i) (Effective January 1, 2005) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of ten (10) years of service, to be taken before fifteen (15) years of service.
- (ii) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of fifteen (15) years of service, to be taken before twenty (20) years of service.
- (iii) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of twenty (20) years of service, to be taken before twenty-five (25) years of service.
- (iv) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of twenty-five (25) years of service.

**9.10 Vacation Earnings for Partial Year**

- (a) Where employment is terminated, employees shall be granted earned and unused vacation pay calculated on a proportionate basis. Any vacation owing at time resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before he/she has completed five (5) working days of employment is not entitled to annual vacation pay.

### **9.11 Vacation Carryover**

An employee may carry over up to five (5) days' vacation leave per vacation per year for two (2) consecutive vacation years, up to maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an employee to take his/her carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee's vacation entitlement. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 15th of each vacation year.

### **9.12 Call-back from Vacation**

- (a) Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency and will be paid double time.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to hi/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

### **9.13 Vacation Scheduling**

Subject to operational requirements, rescheduling of vacation shall be in accordance with seniority as per Article 6 within a department. Where an employee chooses to split their vacation, they 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 selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four (4) vacation periods, per vacation year unless mutually agreed. All earned vacation time shall be taken, inclusive of Article 9.07 as time off.

**9.14 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before March 31st.
- (b) An employee who does not exercise his/her seniority rights by the cut-off date stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

**9.15 Vacation Pay**

Upon receipt of fifteen (15) days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken.

**9.16 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

**9.17 Reinstatement Of Vacation Days - Sick Leave**

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

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

#### **10.02 Vaccination and Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other 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, provided time spent is reasonable.

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

#### **10.03 Employer's Notice of Termination**

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

#### **10.04 Employee's Notice of Termination**

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

#### **10.05 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her person in charge 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. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

### **ARTICLE 11 - GENERAL PROVISIONS**

#### **11.01 Uniforms**

##### **(a) Uniforms**

The Employer shall supply and maintain uniforms for employees who are required to wear same. The Employer will supply suitable rubber gloves and aprons and aprons or other or protective clothing to employees required by the Employer to wear same.

If employees are required to wear uniforms, the Employer and the Union shall, at the request of either party, discuss matters pertaining to issues such as the regulating of uniforms, at a Union Management Meeting under Article 4.03

##### **(b) 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 five cents (\$0.05) per actual hours worked shall be paid.

#### **11.02 Employer Property and Personal Property Damage**

##### **(a) Employer Property**

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

(b) **Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal belongings, clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay to repair or indemnify the employee provided such personal possessions are of a type suitable for use while on duty.

(c) **Indemnity**

Except where there has been negligence on the part of an employee, the Employer will:

- (i) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer, and
- (ii) assume all costs, legal fees and other expenses arising from any such action.

- (d) The Employer, where currently supplying tools to employees, shall continue to supply tools to employees. The Employer shall supply tools to employees upon the requirement of the Employer that the employees provide tools calibrated to the metric scale. 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.

**11.03 Badges, Insignia and Union Shop Cards**

A union member shall have the right to wear up to two (2) Union pins or badges displaying the recognized insignia of the Union.

**11.04 Sick Leave**

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

- (a) Regular employees who have completed the probationary period of four

hundred and fifty-five (455) hours will accumulate sick leave in the following manner:

All full-time regular employees shall be granted one and one half (1 ½) sick days with pay every month in service retroactive to the date of hire. All part-time regular employees shall accrue sick days with pay every month on a proportionate basis as granted regular full time employees. Employees shall accumulate up to fifteen (15) days sick leave.

- (b) The employee shall advise the Director of Care or designated person in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.
- (c) 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.

Employees who have been absent for an extended period of time, greater than two (2) weeks, must provide sufficient notice to the Employer prior to their return to work, of at least twenty-four (24) hours.

It is a guide that longer notice is required for absenteeism in excess of thirty (30) consecutive calendar days.

- (d) 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.

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

Employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on Unpaid Leave of Absence, except that seniority and benefits shall continue to accrue.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 7.02 - Health and Welfare Benefits While on Unpaid Leave of Absence.

- (f) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- (g) 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. The Employer may require an employee to substantiate a claim for sick leave payment.

- (h) Employees 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 except that seniority and benefits shall continue to accrue.

If the employee is not fit to return to work at the expiry of the unpaid leave of absence, the employee must apply for a further leave of absence and further leave of absence without pay shall be granted. 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.

Employees who wish to continue to coverage under Article 11.09, may do so provided the employee pays the full cost of the premiums.

- (i) 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.

**(j) Employee to Contact Employer**

Employees who are absent from work due to Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage loss replacement benefits shall be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

**11.05 Maternity, Parental and Adoption Leave**

**11.05.01 Maternity Leave**

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) 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.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) 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 an unpaid leave of absence.
- (f) 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.

- (g) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. (Also see Article 11.05.02 Parental Leave)

#### **11.05.02 Parental Leave**

- (a) Upon written request a birth mother shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay and a birth father or adoptive parent thirty-seven (37) weeks of unpaid parental leave. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12 (7) of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve weeks parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to 11.05.02 (a) must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 11.05.01 or following the adoption pursuant to Article 11.05.04;
  - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in this collective agreement. Such leave request must be supported by appropriate documentation.

#### **11.05.03 Benefits Continuation**

- (a) For leaves taken pursuant to Articles 11.05.01 and 11.05.02, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 11.05.01 and 11.05.02, the Employer shall maintain coverage for medical, extended

health dental, group life and long term disability, in accordance with the terms specified in Article 7.02.

#### **11.05.04 Adoption Leave**

- (a) Upon request and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child.
- (b) The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of adoption 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.

#### **11.06 Pay Days**

Employees shall be paid on the fifteen (15th) and the last day of every month.

- (1) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the list of all adjustments including overtime and promotions and an itemization of all deductions. The Employer will provide each employee with a written statement of their sick leave accumulation upon request.
- (2) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- (3) Employees on evening shift, wherever possible, will receive their pay cheques on the day immediately prior to pay day.
- (4) Employees on night shift shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (5) 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.
- (6) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one (1) payment by the last working day before the beginning of the employee's annual vacation.
- (7) If the Employer implements a system of direct deposit, the employee will

be given the option of being paid by cheque or direct deposit.

#### **11.07 Rest and Meal Periods**

- (a) There shall be fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half ( $\frac{1}{2}$ ) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.

#### **11.08 Jury Duty**

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits.

The employee shall turn over to the Employer any monies he/she receives from the Court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate.

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

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

#### **11.09 Health Care Plans**

Following notification that the probationary period has been successfully completed, the Employer agrees to provide the following:

##### **(a) Medical Service Plan**

The Employer shall pay one hundred percent (100%) of the premium cost of B.C. Medical Services Plan for regular full-time and regular part-time employees and their dependents.

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

Membership shall be a condition of employment for regular employees who shall be enrolled for coverage pursuant to Article 11.10 (b) other than for employees who are otherwise covered by a medical plan.

**(b) Drug Plan**

One hundred percent (100%) of the premium cost of a 25/25 deductible drug plan at 100% reimbursement for eligible full-time and part-time employees and their dependents; (see Article 11.10 (b) for eligibility).

**(c) Extended Health Care Plan**

One hundred percent (100%) of the premium cost of an Extended Health Care package providing a variety of professional service coverages, medical appliance coverage, out-of-province emergency medical treatment with no cap, referrals out of Canada for treatment unavailable in Canada, hearing aid coverage, for eligible full-time and part-time employees and their dependents; (see Article 11.10 (b) for eligibility).

**(d) Dental Plan**

One hundred percent (100%) of the premium cost of a 25/50 deductible for a preventative dental plan at eighty percent (80%) reimbursement and a major dental plan at fifty percent (50%) reimbursement for eligible full-time and part-time employees and their dependents, at the most recent fee schedule available; (see Article 11.10 (b) for eligibility).

**(e) Life Insurance Policy**

One hundred percent (100%) of the premium cost of a life insurance policy of fifty thousand dollars (\$50,000.00) for full-time and part-time employees; (see Article 11.10(b) for eligibility).

**(f) Long Term Disability Plan**

One hundred percent (100%) of the premium cost of a Long Term Disability plan providing benefits payable after a 119 day wait up to age 65 providing sixty percent (60%) of wages to a maximum of three thousand and five hundred dollars (\$3,500.00) per month for eligible full-time and part time employees only. The plan shall be mandatory and shall cover

eligible post-probationary employees. (See Article 11.10 (b) for eligibility).

**(g) Vision Care**

Upon proof of purchase, the Employer will provide regular employees and their dependents a one hundred and seventy-five dollar (\$175.00) allowance every twenty- four months, towards the purchase of prescription eye wear.

**11.10 Commencement of Coverage**

- (a) All employees entitled to coverage under the insurances outlined in Article 11.09 shall themselves be responsible for completing a requisition form requesting such coverage. Such requisition form shall be made available by the administration.
- (b) Coverage under the provisions of this Article shall apply to the indicated eligible employees in each subsection. A part time employee is eligible if he/she works on average twenty two and one half (22.5) hours per week on a regularly scheduled basis and shall commence the first day of the calendar month immediately following the completion of the employees' probationary period.

**11.11 Employment Insurance Coverage**

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

**11.12 RRSP**

The Employer agrees to become a contributing Employer to the Group Registered Retirement Savings Plan (Group RRSP) as per Addendum #6.

**11.13 Change in Agreement**

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

**11.14 Printing of the Agreement**

The Union and the Employer desire every employee to be familiar with the

provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees on staff, and the Employer will share the cost of printing and distributing the Agreement.

#### **11.15 Occupational Health and Safety**

- (1) 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.
- (2) The parties agree that a Joint Occupational Health and Safety Committee will be established.
- (3) The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.
- (4) The Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.
- (5) In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.
- (6) 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.
- (7) 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.
- (8) 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.

- (9) 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.
- (10) 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.
- (11) In-service and/or instruction in caring for aggressive residents will be made available to employees. When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to those employees who may be required to care for that resident. The information will include specific instructions on the approach to take when providing care to that aggressive resident. Employees who encounter an unsafe situation involving an aggressive resident shall be entitled to seek assistance from any other available staff.
- (12) 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.

(13) **Date of Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

**(14) Transportation**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

**(15) Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until after a Workers' Compensation Board Inspector rules it safe. If employees still refuse to work on the job they may be subject to discipline.

**(16) Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board. In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate and the Bargaining Committee Chairperson.

**11.16 Transportation Allowance**

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-six cents (36¢) per mile. Parking will be paid by the Employer.

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 12 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

Employees shall be compensated in accordance with the applicable Wage

Schedules, Attachments and Addenda appended to this Collective Agreement.

### **ARTICLE 13 - VARIATIONS**

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

### **ARTICLE 14 - BINDING TRIBUNAL/ARBITRATION**

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 (1) by the Union and a third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party.

Prior to commencing the 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 15 - CONTRACTING OUT**

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

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

### **ARTICLE 16 - SAVINGS CLAUSE**

In the event that present or future legislation renders null and void or materially

alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the Collective Agreement.

#### **ARTICLE 17 - VOLUNTEERS**

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

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

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

- (a) This Agreement shall be effective from October 1, 2006 and shall remain in force and be binding upon the parties until September 26, 2009 and from year to year thereafter unless terminated by either party on written notice served during the month of June.

All notices on behalf of the Union shall be given by the Staff Representative and the Administrator shall give similar notices on behalf of the Employer.

Where either party prior to September 25, 2003 gives no notice, both parties shall be deemed to have been given notice under this section on June 1, 2003.

- (b) Any change deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the life of this Agreement.

(c) It is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of B.C. is excluded from this Agreement.

(d) **Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement until such time as either party discontinues negotiations after the completion of the term of this Agreement.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

(e) **Effective Date of Agreement**

Unless otherwise specified, any revisions to the expired collective agreement will be effective from the date of ratification by the Employer and the Unions.

#### **ARTICLE 20 - SUPERIOR BENEFITS OR VARIATIONS**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

#### **ARTICLE 21 - STAFF MEALS**

Current practices for staff snacks and meals as of May 1, 1998, shall remain the same during the life of the Agreement.

**SIGNED ON BEHALF OF THE EMPLOYER:**

Per: \_\_\_\_\_  
Hank Van Ryk, Executive Director

Per: \_\_\_\_\_  
Hendrik Van Ryk, Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**SIGNED ON BEHALF OF THE HOSPITAL EMPLOYEES' UNION:**

Per: \_\_\_\_\_  
Zorica Bosancic  
Assistant Secretary-Business Manager

Per: \_\_\_\_\_  
Noel Gulbransen, HEU Spokesperson

Per: \_\_\_\_\_  
Gayle Duteil, Executive Director of Operations, BCNU

Per: \_\_\_\_\_  
Cheryl King, BCNU Spokesperson

Per: \_\_\_\_\_  
Beverly Spence, Bargaining Committee Member

Per: \_\_\_\_\_  
Courtenay Turnbull, Bargaining Committee Member

Per: \_\_\_\_\_  
Diane Miller, Bargaining Committee Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

## **ADDENDUM #1**

### **Part-Time Employees**

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

### **Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of four hundred and fifty-five (455) hours or six (6) calendar months whichever occurs first.

### **Increment Progression**

Based on hours credited of service with the Employer in accordance with this Agreement.



**ADDENDUM #2****Language Provisions - Wage Schedules**

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

### ADDENDUM #3

#### Wage Schedules

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Employees' Agreement on the dates set out on the Wage Schedule.

Job Category	Progression Scale	Current Rate	March 1, 2007	September 26, 2007	September 26, 2008
<b>Care Aide</b>	Start	16.80	17.35	17.75	18.00
<b>Recreation Aide</b>	1825hrs	17.35	17.85	18.25	18.50
<b>General Aide</b>	3650hrs	17.80	18.35	18.75	19.00
<b>Housekeeping Aide</b>	Start	15.60	15.85	16.25	16.50
<b>Laundry Aide</b>	1825hrs	16.10	16.35	16.75	17.00
<b>Dietary Aide and Receptionist</b>	3650hrs	16.60	16.85	17.25	17.50
<b>Cook I</b>	Start	17.75	18.15	18.40	18.65
	1825hrs	18.25	18.65	18.90	19.15
	3650hrs	19.25	19.65	19.90	20.15
<b>*Registered Nurse</b>	Start	27.00	28.50	29.50	30.50
	1825hrs	29.00	30.50	31.50	32.50
	3650hrs	31.00	32.50	33.50	34.50
<b>LPN</b>	Start	21.50	22.50	23.00	23.50
	480hrs	21.75	22.75	23.25	23.75
	1890hrs	22.00	23.00	23.50	24.00

**ADDENDUM #4****Wage Re-opener**

The parties agree to a wage re-opener in each of the last two years of this Agreement. These wage re-openers shall occur on September 30, 2004 and September 30, 2003.

## ADDENDUM #5

### 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 (1) 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 6.16(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 six (6) 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:

- (i) Article 11.09
    - (a) Medical Plan
    - (b) Dental Plan and Extended Health Care Plan
    - (c) Group Life Insurance
    - (d) Long Term Disability Insurance Plan
    - (a) Vision Care
  - (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.
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
- (1) Article 3 - Technological, Automation and Other Changes;
  - (2) Article 6 - Seniority, Articles 6.01, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, and 6.10;
  - (3) Article 7 - Leave of Absence;
  - (4) Article 8 - Hours of Work and Overtime; Articles 8.03 and 8.07(h) and (i);
  - (5) Article 9 - Statutory Holidays and Annual Vacations, Article 9.03;
  - (6) Article 10 - Conditions of Employment, Article 10.03;
  - (7) Article 11 - General Provisions, Articles 11.04, 11.08, 11.09.
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 (1) call need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called.
- (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 health care facility in any capacity shall notify the Employer ten (10) days prior to the beginning of each month: (a) the name of the other health care facility; (b) the schedule that they are required to work at the other health care facility; 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 one (1) month 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 (1st) 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 of seniority 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 of seniority.
  - (3) Upon request the Employer shall send to 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 15, casual employees shall serve a probationary period of four hundred and fifty-five (455) 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 6.02 of the Collective Agreement.
- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 6.02.
13. Casual employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
14. (1) Upon completion of one hundred and eighty (180) hours of work casual employees shall be given the option of enrolling in the following plans:
- (a) medical services plan
  - (b) dental plan
  - (c) extended health plan

An employee who makes an election under this provision shall be responsible for the premiums and must enroll in each and every of the benefit plans and shall not be entitled to except any of them.

- (2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and

December 15 in any year to be effective the January 1 following.

15. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits.
16. 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.
17. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
18. The parties have agreed that upon return to work, casual employees will be treated fairly and equitably with respect to crediting their seniority hours lost while receiving Workers' Compensation benefits. The administrative details to implement the principles outlined in the foregoing will be concluded within thirty (30) days of ratification of the Agreement. In the event the parties are unable to reach agreement, written submissions of no greater than two (2) pages will be provided to an arbitrator who shall render a binding decision.



## **ADDENDUM #6**

### **Group Registered Retirement Savings Plan**

The Employer agrees to become a contributing Employer to the Group Registered Retirement Savings Plan (Group RRSP).

All regular employees shall join the plan.

Employee and Employer contributions to the Plan will be on the following basis:

1. Employee contributions to the Plan will be two percent (2%) of earnings, effective the date of ratification of the Collective Agreement.
2. At the employee's option, contribution to the Plan may be increased in January 2002 to three percent (3%) of earnings.
3. The Employer will match the contributions made by each employee.
4. The carrier for the Group RRSP will be determined by the Union. The carrier will determine the remittance procedure of the contributions to the plan.

**ADDENDUM #7****Parking**

1. Employees who elect to utilize the secured parking at the facility will be charged a \$1.00 per shift parking fee.
2. The parking fee will not be increased during the term of this agreement.
3. The Employer will continue to provide and maintain an automatic door opener for employees at no charge.

## **ADDENDUM #8**

### **Shift Schedule for Care Aides**

1. Effective September 11, 2001, a new schedule will be implemented for care aides.
2. Within thirty (30) days of ratification of this agreement the parties will meet to finalize the schedule and agree upon an appropriate implementation process. If the schedule is not finalized either party may refer the issue to an Industry Troubleshooter for a binding decision.
3. The new schedule will provide for no less than fifty percent (50%) fixed shifts, including days, evenings and nights. When new positions are created the fifty percent (50%) ratio will be maintained.
4. There will be no reduction in positions as a result of this Addendum.
5. The night shift position may be required to work up to ten (10) shifts per year on day shift for the purposes of employee performance evaluation and in-service education. The scheduling and overtime provisions of the collective agreement remain in full force and effective with respect to a schedule change.
6. Changes to the new shift rotation shall only occur for bonafide operational reasons.

**ADDENDUM #9****Night Nurse Pay**

In recognition of the working conditions, the night nurse seven and one-half (7.5) hour shift will be paid as an eight (8) hour shift, at the appropriate rate.