

COLLECTIVE AGREEMENT

between the

EVERETT REST HOME LTD.

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from May 1, 2005 to April 30, 2007

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - PREAMBLE	2
2.1 Purpose of Agreement	2
2.2 Future Legislation	2
2.3 Conflict With Regulations	3
2.4 Singular and Plural.....	3
2.5 Human Rights Act	3
2.6 Sexual and Personal Harassment.....	3
ARTICLE 3 - DEFINITION OF EMPLOYMENT STATUS	3
3.1 Restriction of Employee Status	3
3.2 Regular Full-Time Employees	3
3.3 Regular Part-Time Employees	4
3.4 Casual Employees.....	4
3.5 Volunteers	5
ARTICLE 4 - EMPLOYER'S RIGHTS	5
ARTICLE 5 - UNION RECOGNITION AND RIGHTS	5
5.1 Bargaining Unit Defined	5
5.2 Bargaining Agent Recognition	5
5.3 Correspondence	6
5.4 No Other Agreement	6
5.5 No Discrimination for Union Activity	6
5.6 Recognition and Rights of Stewards	6
5.7 Bulletin Boards	6
5.8 Union Insignia.....	6
5.9 Right to Refuse to Cross Picket Lines.....	7
5.10 Time Off for Union Business	7
5.11 Emergency Services.....	7
5.12 Union Security	7
5.13 Check Off of Union Dues.....	8
ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	8
ARTICLE 7 - EMPLOYER-UNION RELATIONS	8
7.1 Union and Employer Representation	8
7.2 Union Representatives	9
7.3 Policy Meetings	9
ARTICLE 8 - GRIEVANCES	9
8.1 Grievance Procedure.....	9
8.2 Step 1.....	9
8.3 Time Limits to Present Initial Grievance	9
8.4 Step 2.....	9
8.5 Time Limit to Reply at Step 2	10
8.6 Step 3.....	10
8.7 Failure to Act	10
8.8 Time Limit to Submit to Arbitration.....	10
8.9 Policy Grievance.....	10
8.10 Technical Objection to Grievances	10
8.11 Amending of Time Limits	10
8.12 Dismissal or Suspension Grievances.....	11

ARTICLE 9 - ARBITRATION.....	11
9.1 Notification	11
9.2 Assignment of Arbitrator.....	11
9.3 Disagreement on Decision.....	11
9.4 Expenses of Arbitration Board	11
9.5 Amending Time Limits	11
ARTICLE 10 - EXPEDITED ARBITRATION.....	11
ARTICLE 11 - PROBATIONARY PERIOD	12
11.1 Regular Employees	12
11.2 Casual Employees.....	12
11.3 Probationary Employees.....	12
ARTICLE 12 - SENIORITY	13
12.1 Seniority Defined.....	13
12.2 Seniority List.....	13
12.3 Loss of Seniority	13
ARTICLE 13 - RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION.....	14
ARTICLE 14 - EMPLOYEE DISCIPLINARY DOCUMENTS, PERSONNEL FILES.....	14
14.1 Right to Grieve Other Disciplinary Action	14
14.2 Personnel Files	14
14.3 Right to Have Steward Present.....	14
14.4 Confidentiality	15
ARTICLE 15 - EMPLOYEE APPRAISAL	15
ARTICLE 16 - VACANCY POSTING.....	15
ARTICLE 17 - PROMOTION, TRANSFER, DEMOTION	16
17.1 Criteria.....	16
17.2 Qualifying Period.....	16
ARTICLE 18 - PROMOTION OR TRANSFER	16
18.1 Temporary Promotion or Transfer	16
18.2 Relieving in Lower-Rated Positions	16
18.3 Promotion.....	16
18.4 Voluntary Demotion	16
ARTICLE 19 - LAYOFF AND RECALL	17
19.1 Layoff.....	17
19.2 Recall.....	17
19.3 Application.....	17
ARTICLE 20 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES	17
ARTICLE 21 - HOURS OF WORK, SCHEDULING AND SHIFT WORK.....	17
21.1 Continuous Operation.....	17
21.2 Requirements of Work Schedule.....	18
21.3 Rest Periods	18
21.4 Meal Periods	18
21.5 Shift Exchanges	18
21.6 Procedure for Calling Casual Employees for Work	18
ARTICLE 22 - OVERTIME	19
22.1 Authorization	19
22.2 Part-Time Employees	19

22.3	Overtime Rates	20
22.4	Right to Refuse Overtime	20
ARTICLE 23	- ANNUAL VACATION	20
23.1	Definitions.....	20
23.2	Regular Full-Time Employees	20
23.3	Entitlement - Regular Part-Time Employees	20
23.4	Vacation Entitlement - Partial Years.....	21
23.5	Vacation Scheduling.....	21
23.6	Vacation Pay	21
23.7	Callback on Vacation.....	21
23.8	Vacation Leave on Retirement	22
23.9	Vacation Carry-Over	22
ARTICLE 24	- STATUTORY HOLIDAYS.....	22
24.1	Entitlement.....	22
24.2	Holidays Falling on a Saturday or Sunday.....	22
24.3	Holiday Falling on Day of Rest.....	22
24.4	Holiday Falling on a Scheduled Work Day	23
24.5	Christmas and New Year's.....	23
24.6	Paid Holiday Pay	23
ARTICLE 25	- SPECIAL AND OTHER LEAVE	23
25.1	Special Leave	23
25.2	Family Illness.....	23
25.3	Maximum Special and Family Illness Leave.....	24
25.4	Medical Certification	24
ARTICLE 26	- BEREAVEMENT LEAVE.....	24
ARTICLE 27	- FULL-TIME UNION OR PUBLIC DUTIES	24
ARTICLE 28	- EDUCATION LEAVE.....	24
ARTICLE 29	- LEAVE FOR COURT APPEARANCES.....	24
ARTICLE 30	- ELECTIONS	25
ARTICLE 31	- SICK LEAVE.....	25
ARTICLE 32	- MATERNITY, PARENTAL AND ADOPTION LEAVE.....	25
32.1	Maternity Leave.....	25
32.2	Parental Leave.....	26
32.3	Leave without Pay	26
32.4	Aggregate Leave	26
32.5	Return from Leave	26
32.6	Benefit Plan.....	26
32.7	Seniority Rights on Reinstatement	27
32.8	Sick Leave Credits	27
32.9	Extended Childcare Leave.....	27
ARTICLE 33	- UNPAID LEAVE OF ABSENCE.....	27
33.1	Unpaid Leave	27
33.2	General Leave	27
ARTICLE 34	- MEDICAL PLANS AND BENEFITS	28
34.1	Medical Services Plan.....	28
34.2	Dental Plan.....	28

ARTICLE 35 - SAFETY AND HEALTH	28
35.1 Safety and Health Committee.....	28
35.2 Investigation of Accidents	29
35.3 Industrial First Aid Requirements	29
ARTICLE 36 - EXEMPT AND SAVE HARMLESS	29
ARTICLE 37 - VEHICLE DAMAGE	29
ARTICLE 38 - PERSONAL PROPERTY DAMAGE	29
ARTICLE 39 - EXPENSES WITHIN HEADQUARTERS AREA	29
ARTICLE 40 - VEHICLE ALLOWANCE.....	29
ARTICLE 41 - CLASSIFICATION AND RECLASSIFICATION.....	30
41.1 Job Descriptions.....	30
41.2 Classification and Salary Assignments	30
ARTICLE 42 - PAYMENT OF WAGES AND ALLOWANCES.....	30
42.1 Pay Days	30
ARTICLE 43 - COPIES OF AGREEMENT	30
ARTICLE 44 - NOTICE TO BARGAIN.....	30
ARTICLE 45 - COMMENCEMENT OF BARGAINING	31
ARTICLE 46 - CHANGE IN AGREEMENT	31
ARTICLE 47 - AGREEMENT TO CONTINUE IN FORCE	31
ARTICLE 48 - DURATION.....	31
MEMORANDUM OF UNDERSTANDING #1 - Re: Communicable Diseases	32
MEMORANDUM OF UNDERSTANDING #2.....	32
WAGE SCHEDULE.....	32
MEMORANDUM OF AGREEMENT #3 - Re: Municipal Pension Plan.....	33
MEMORANDUM OF AGREEMENT #4 - Re: Group RRSP	33
APPENDIX 1 - Re: Group RRSP	34

ARTICLE 1 - DEFINITIONS

- (1) *"bargaining unit"* - is the unit for collective bargaining for which BCGEU is certified;
 - (2) *"basic pay"* - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
 - (3) *"child"* - wherever the word *"child"* appears in this Collective Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.
 - (4) *"continuous employment"* or *"continuous service"* - means uninterrupted employment with the Employer subject to the provisions of Clause 12.1.
 - (5) *"day of rest"* - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence;
 - (6) *"demotion"* - means a change from an employee's position to one with a lower maximum salary;
 - (7) *"employee"* - means a member of the bargaining unit and includes:
 - (a) *"regular employee"* - meaning an employee who is employed for work which is of a continuous full-time or part-time nature;
 - (b) *"casual employee"* - meaning an employee who is employed for work which is not of a continuous nature, such as:
 - (1) positions created to carry out special projects of work which is not continuous;
 - (2) temporary positions created to cover employees on vacation, short term disability leave, educational leave, compassionate leave, or other leave;
 - (3) unfilled positions.
- "employee"* does not include:
- (a) persons excluded by the *Labour Code*;
 - (b) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.
- (8) *"Employer"* - means Everett Rest Home Ltd.
 - (9) *"holiday"* - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
 - (10) *"hours travelled"* - means hours spent travelling from point to point on an hourly or daily basis as authorized by the Employer.
 - (11) *"hours of operation"* - are the hours established by the Employer to provide adequate service to the residents and to fulfil the functions of the work unit;
 - (12) *"lateral transfer"* or *"transfer"* - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

- (13) *"layoff"* - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization.
- (14) *"leave of absence with pay"* - means to be absent from duty with permission and with pay;
- (15) *"leave of absence without pay"* - means to be absent from duty with permission but without pay;
- (16) *"probation"* - for an employee means the first three months of initial appointment and/or the initial three months on promotion or transfer to a new position;
- (17) *"promotion"* - means a change from an employee's position to one with a higher maximum salary level;
- (18) *"resignation"* - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (19) *"rest period"* - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (20) *"shift"* - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive;
- (21) *"termination"* - is the separation of an employee from the employment of the Employer for cause pursuant to Articles 8, 10, 11.
- (22) *"Union"* - means the B.C. Government and Service Employees' Union;
- (23) *"workday"* - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (24) *"work schedule"* - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 2 - PREAMBLE

2.1 Purpose of Agreement

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and his employees and between the Union and the Employer, and to set forth certain terms and conditions of employment affecting employees covered by this Agreement.

2.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement the remaining provisions shall remain in effect for the terms of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

2.3 Conflict With Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

2.4 Singular and Plural

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

2.5 Human Rights Act

The parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*.

2.6 Sexual and Personal Harassment

(a) The Union, the Employer, and all employees recognize the right of employees to work in an environment free from sexual harassment. Complaints of sexual harassment will be thoroughly investigated by the employer representative and a union staff representative. Alleged failure by the Employer to deal with a sexual harassment complaint may be the subject of a grievance pursuant to this Agreement.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- (1) sexual solicitation or advance or inappropriate touching and sexual assault;
- (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c) Personal harassment will be investigated by the employer representative and a union staff representative. Alleged failure by the Employer to deal with a personal harassment complaint may be the subject of the grievance procedure. Findings of the representatives will be included in the grievance.

ARTICLE 3 - DEFINITION OF EMPLOYMENT STATUS

3.1 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 3.2, 3.3, and 3.4. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8: Grievances.

3.2 Regular Full-Time Employees

(a) *Definition*

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 21: Hours of Work.

(b) *Benefit Entitlement*

Regular full-time employees are entitled to all benefits of this Agreement.

(c) *Seniority*

Regular full-time employees accumulate seniority in accordance with Article 12: Seniority - Definition.

3.3 Regular Part-Time Employees

(a) *Definition*

Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15) hours or equivalent per week, but less than the full hours as provided in Article 22: Hours of Work.

(b) *Benefit Entitlement*

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, which shall be paid on the same basis as for regular full-time employees.

(c) *Seniority*

Regular part-time employees accumulate seniority in accordance with Article 12: Seniority - Definition.

3.4 Casual Employees

(a) *Definition*

Casual employees are those who are employed for work which is not of a continuous nature, such as:

- (1) seasonal positions;
- (2) positions created to carry out special projects of work which is not continuous;
- (3) temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
- (4) unfilled positions.

(b) *Wage Entitlement*

Casual employees shall be paid the start rate of his/her classification in the wage schedule.

(c) *Benefit Entitlement*

(1) *Grievance and Arbitration*

Casual employees have access to the grievance and arbitration procedures. (Reference Article 8: Grievances and Article 9: Arbitration.)

(2) *Paid Holidays*

One (1) day's pay, or a paid day off, shall be given to casual employees who have worked at Everett Rest Home Ltd. for fifteen (15) of the thirty (30) calendar days immediately preceding the paid holiday, for all paid holidays outlined in this Agreement.

(3) *Vacation Pay*

Casual employees working in the vacation period July 1st - June 30th are entitled to six percent (6%) gross pay, exclusive of all premiums.

(4) *Health and Welfare*

Casual employees shall receive compensation of forty-two cents (42¢) per working hour, up to a maximum of thirty-three dollars and fifty cents (\$33.50) per biweekly pay period, in lieu of health and welfare benefits.

(d) *Seniority*

Seniority for casual employees is defined as the total number of hours worked by the employee at Everett Rest Home Ltd.

Casual employees shall be entitled to accumulate seniority in accordance with Article 12: Seniority -Definition.

3.5 Volunteers

Both the Employer and the Union recognize that volunteers have a role in assisting the Society and are an important link to the community being served.

The Employer agrees that volunteers will be supernumerary to established positions in the bargaining unit, and that no employee shall be laid off as a result of the Employer utilizing the services of volunteers.

Volunteers are not covered by any terms and conditions of the Collective Agreement.

ARTICLE 4 - EMPLOYER'S RIGHTS

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

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

ARTICLE 5 - UNION RECOGNITION AND RIGHTS

5.1 Bargaining Unit Defined

(a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:

- (1) by mutual agreement between the parties; or
- (2) by virtue of a decision by the Labour Relations Board of British Columbia.

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within thirty (30) days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

5.2 Bargaining Agent Recognition

The Employer recognizes that B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 14, 1997 applies.

5.3 Correspondence

The Employer shall forward to the applicable Union's designates a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the Agreement as it applies to that employee.

5.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

5.5 No Discrimination for Union Activity

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.

5.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on two (2) stewards.
- (b) The Union agrees to provide the Employer with a list of employees designated as stewards.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor 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 supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

5.7 Bulletin Boards

The Employer shall provide a staff binder for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such staff binder shall be restricted to the business affairs of the Union.

5.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

5.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Code of British Columbia*. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a 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.

5.10 Time Off for Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is afflicted;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) up to two (2) employees on a bargaining committee to carry on negotiations with the Employer;
 - (5) to employees called by the Union to appear as witness before an Arbitration Board, or the Labour Relations Board.
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to one (1) employee to carry on negotiations with the Employer for the Master Agreement.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under the clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

5.11 Emergency Services

The parties recognize that in the event of a strike or lockout as defined in the *Labour Code* situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

5.12 Union Security

- (a) All employees in the bargaining unit who, prior to November 14, 1997 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after November 14, 1997 shall, as a condition of continued employment, become members of the Union and maintain such membership.

5.13 Check Off of Union Dues

- (a) The Employer shall, as a condition of employment, deduct from the 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 dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each payroll period and membership dues or payment in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) 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.
- (f) The Employer shall supply each employee, without charge, with a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (g) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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 the 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 his/her 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 sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of the union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Representatives

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the employer's premises for the purpose of conducting union business. Such visits shall not interfere with the normal operations of the Employer's business.

7.3 Policy Meetings

The Employer and the Union recognize the importance and necessity of the Principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this Article.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the Employer. The aggrieved employee shall have the right to attend such meetings and have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance through the union steward, to Step 2 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Article 8.4 must do so no later than twenty-one (21) days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

Subject to the time limits in 8.3, the employee may present a grievance at this level by:

- (a) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required;
- (c) transmitting this grievance to the Employer through the union steward;
- (d) the Employer shall provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

The representative delegated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union, or his/her designate may present a grievance at Step 3 to the Employer.

- (a) within twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or,
- (b) within twenty-one (21) days after the Employer's reply was due.

The Employer or his/her designate shall provide the Union with a receipt stating the date on which the grievance is received.

The Employer shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

8.7 Failure to Act

If the President of the Union, or his/her designate does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced their position on any future grievance.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision was due.

8.9 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the grievance shall be initiated at Step 3 of the grievance procedure within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

8.10 Technical Objection to Grievances

It is the intent of both parties to this Agreement that no grievances shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.11 Amending of Time Limits

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

8.12 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven (7) days after the date of dismissal or suspension, to initiate a written grievance. Within seven (7) days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven (7) days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven (7) days of the Union receiving the Employer's reply.

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8, notify the other party of its desire to submit the difference to arbitration within:

- (1) thirty (30) days after the employer designate's decision has been received; or
- (2) thirty (30) days after the employer designate's decision was due.

(b) All referrals to arbitration shall be by certified mail, facsimile or courier.

(c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven (7) weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall agree on an arbitrator within fourteen (14) days. If the parties fail to agree on an arbitrator then the appointment shall be made per the *Labour Relations Code of BC*.

9.3 Disagreement on Decision

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

9.4 Expenses of Arbitration Board

Each party shall pay:

- one-half (1/2) of the fees and expenses of the Arbitrator and all it's own fees and expenses.

9.5 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

ARTICLE 10 - EXPEDITED ARBITRATION

(a) The parties shall meet every four (4) months or as often as required to review outstanding grievances to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties.
- (c) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (h) The parties shall share equally the costs of the fees and expenses of the Arbitrator.
- (i) The expedited Arbitrators, who shall act as sole Arbitrators, shall be Ron Keras, Joy Bischoff or Yuki Matsumo. The first Arbitrator on the above list will be selected, and then moved to the bottom of the list for future arbitrations.
- (j) The expedited Arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 9 excepting Article 9.3.
- (k) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

ARTICLE 11 - PROBATIONARY PERIOD

11.1 Regular Employees

For the first three (3) calendar months with the Employer, a regular employee shall be a probationary employee.

11.2 Casual Employees

For the first five hundred and twenty-two (522) hours of work or six (6) months of work from the date of hire, whichever occurs first, a casual employee shall be a probationary employee.

11.3 Probationary Employees

The Employer may dismiss a probationary employee for just cause. The test for dismissal for just cause shall be a test of the suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided the factors involved in suitability could be reasonably expected to affect work performance.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent on:
 - (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers' Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those Sections;
 - (4) paid sick leave;
 - (5) union leave;
 - (6) maternity, parental and adoption leave;
 - (7) other approved paid leaves of absence.

For the purpose of part six (6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half (1/2) payroll year preceding the leave. Where the employee has been employed for less than one-half (1/2) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

12.2 Seniority List

- (a) A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.
- (b) A current seniority list for both regular and casual employees shall be provided by the Employer to the union designate on a monthly basis. The list shall indicate the following:
 - (1) employee's name;
 - (2) employment status; (i.e., regular or casual)
 - (3) classification;
 - (4) seniority

12.3 Loss of Seniority

An employee shall lose seniority and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one (1) year or
- (e) the employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An

employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 13 - RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION

Where an employee voluntarily leaves the Employer's service and is rehired within ninety (90) calendar days, the employee may be re-employed with full seniority. All other benefits and perquisites will be provided in accordance with the regulation applying to new employees.

ARTICLE 14 - EMPLOYEE DISCIPLINARY DOCUMENTS, PERSONNEL FILES

14.1 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand; or
- (3) adverse reports.

(b) 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.

(c) Any such document, other than formal employee evaluations, 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. In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

(d) 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.

14.2 Personnel Files

An employee or the President of the Union or his/her designate shall, upon written authority of the employee, 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.

The employee or the President of the Union or his/her designate, as the case may be, shall give the Employer seven (7) days notice prior to examining the file.

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

The Employer agrees not to introduce as evidence in a grievance, including an arbitration hearing, any document from the Employer's records respecting an employee, the existence of which the employee was not aware at the time of filing. An employee may request all such documents be provided to the Union.

14.3 Right to Have Steward Present

(a) Where an Employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the

employee's right to have a steward present, in order that the employee can exercise his/her right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

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

14.4 Confidentiality

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

ARTICLE 15 - EMPLOYEE APPRAISAL

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it.

The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the space indicating disagreement with the appraisal. An employee shall receive a copy of the employee appraisal at the time of signing. An employee appraisal shall not be changed after an employee has signed it without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

ARTICLE 16 - VACANCY POSTING

(a) A vacancy for the purpose of this Article shall be deemed to be a regular position which the Employer is seeking to fill. All new positions and vacancies in existing regular positions will be posted.

(b) The Employer agrees that when a vacancy occurs or a new job is created covered by this certification, the Employer will post in-service such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection.

(c) Copies of all job postings shall be sent to the local shop steward within the aforementioned seven (7) calendar days.

(d) The Employer agrees that when a vacancy occurs covered by this certification, such notice shall contain the following information:

Nature of the position, qualifications, required knowledge and education, skills, present shift, hours of work, wage rate in accordance with the job description.

(e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of applicants. Any such appointment(s) shall not exceed sixty (60) calendar days.

(f) Qualified employees will be given first consideration in filling the vacancy.

(g) Before outside applications are considered, all inside applications from qualified employees shall be considered first.

(h) Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, the employee may file a grievance in accordance with the grievance procedure. Such a grievance shall be initiated at the second step of the grievance procedure within fourteen (14) days of notification of the promotion.

ARTICLE 17 - PROMOTION, TRANSFER, DEMOTION

17.1 Criteria

In the promotion, transfer, demotion of employees, competency, efficiency and required qualifications shall be the primary considerations, and where such requirements are substantially equal, seniority shall be the determining factor.

17.2 Qualifying Period

The successful applicant shall be notified within one (1) week following the date of selection. He/she shall be placed on trial for a period of two (2) months. Conditional on satisfactory service the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage/salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage/salary rate, without loss of seniority.

Any employee promoted as a result of the foregoing process may, within thirty (30) days of taking up duties in the new position, notify the Employer they wish to return to their former position. Upon such notice the Employer will, within thirty (30) days, arrange for such return.

ARTICLE 18 - PROMOTION OR TRANSFER

18.1 Temporary Promotion or Transfer

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

18.2 Relieving in Lower-Rated Positions

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

18.3 Promotion

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.

18.4 Voluntary Demotion

An employee requesting a voluntary demotion from a higher rated position and who is subsequently demoted to the lower rated position shall be paid the rate of the lower rated position.

ARTICLE 19 - LAYOFF AND RECALL**19.1 Layoff**

In the event of layoff resulting from a decrease in the amount of work to be done, the following shall apply:

- (a) Employees shall be laid off in reverse order of seniority.
- (b) Laid off regular employees shall be given first option for all available casual work. If the laid off regular employee works a minimum of sixteen (16) hours or equivalent per week all benefits of the Agreement shall continue on a proportionate basis.
- (c) Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off twenty (20) calendar days prior to the effective date of layoff or pay in lieu of notice. Such period of notice or pay in lieu of notice shall not include paid vacation time.
- (d) Grievances concerning any section of this Article will be initiated at Step 2 of the grievance procedure.

19.2 Recall

Employees on layoff shall be recalled in order of seniority.

19.3 Application

The above shall only apply when the employees in question can perform the duties required by the Employer.

ARTICLE 20 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

Pursuant to the *Labour Code of BC*, the parties hereby agree to negotiate the effects of any technological change on a case by case basis before the introduction of the change. Nothing in this Article shall be construed as stopping the Employer from introducing technological change.

Included under this Article shall be the introduction of new equipment or any change in the method of operation that is of a substantive enough nature to affect employment, as per Section 54 of the *Labour Code of BC*.

- (a) Employees affected by technological change shall be notified in writing at least sixty (60) days in advance of implementation.
- (b) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer to the matter to arbitration.

ARTICLE 21 - HOURS OF WORK, SCHEDULING AND SHIFT WORK**21.1 Continuous Operation**

The workweek of the facility may provide for continuous operation based on a seven (7) day week.

The annual hours of work inclusive of meal periods will be equivalent to an average of thirty-seven point five (37.5) hours per week.

A shift for the purposes of this Article shall be defined as seven point five (7.5) working hours.

21.2 Requirements of Work Schedule

- (a) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the Employer and agreed to by the employee.
- (b) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- (c) There shall be a minimum of twelve (12) consecutive hours off duty between the completion of one work shift and the commencement of the next.

By mutual agreement between the Employer and the Union, the provision may be waived on an emergency basis.

21.3 Rest Periods

Employees working a full shift will receive one (1) fifteen (15) minute rest period in each half of the shift. Employees working less than a full shift and a minimum of four (4) hours will receive one (1) fifteen (15) minute rest period.

21.4 Meal Periods

- (a) A meal period of a minimum of one-half (½) hour, maximum one (1) hour shall be provided during each employee's shift.
- (b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.
- (c) The actual time of the meal period may be varied by mutual agreement at the local level.

21.5 Shift Exchanges

Employees have the right to exchange shifts, provided there is no additional cost to the Employer.

21.6 Procedure for Calling Casual Employees for Work

- (a) Regular part-time employees may register for casual work in writing, specifying days of availability and shall be called in to work in order of seniority. Regular part-time seniority shall be calculated into the casual seniority list to determine who receives first option of available work. Hours worked by regular part-time employees under this section shall be credited to the employee in the accumulation of benefits. While procedure for calling regular part-time employees to casual work in this article shall apply, penalties for declining work shall not apply.

The Employer shall only be obliged to call regular part-time employees on days which they are not scheduled to work, and provided that no overtime pay is required.

When a position is temporarily vacant for a period of seven (7) calendar days or greater a regular part-time employee shall be eligible to receive such a block of work in place of their regular scheduled shifts. This work shall be offered on the basis of seniority.

- (b) *Casual Employee Work Assignment*

The Employer shall recall casual employees to work based on the order of seniority. This seniority is calculated on hours of work.

Casual employees are responsible for advising the Employer in writing of their current phone number and are responsible for the accuracy and completeness of information provided.

The Employer shall pre-schedule all known full length shifts to those employees with sufficient seniority to entitle them to such work.

Casual employees upon hire shall advise the Employer of days of unavailability. These days of unavailability can only be changed by mutual agreement. The Employer shall not be obligated to call casual employees to work on registered days of unavailability.

(c) The manner in which casual employees shall be called to work shall be as follows:

(1) *One call - eight rings.* All calls shall be recorded in the log book showing the signature of the person making the phone call, the employee called, the position and shift they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. If there is no answer this process shall be repeated at least five (5) minutes later after the first call.

In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call within fifteen (15) minutes. The Employer will proceed to call the employee after a five (5) minute interval; after fifteen (15) minutes, the Employer may proceed as if they were unable to make contact with the Employee.

In the event of a dispute, the Union shall have access to the log book.

ARTICLE 22 - OVERTIME

22.1 Authorization

Overtime means authorization work performed by an employee in excess or outside of his/her regularly scheduled hours of work.

An employee shall have the option of receiving overtime pay or compensating time off at the applicable overtime rate. The employee shall indicate his/her option at the time the employee is required to work overtime.

Should the employee and the employer fail to reach a mutually agreeable time within the sixteen (16) week period, the time shall automatically be added to the vacation roster, or taken in cash at the option of the employee.

Overtime shall be divided as equally as possible among the employees who are qualified to perform the work that is available.

An employee required to work overtime adjoining the end of his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the commencement of his/her next regular scheduled shift. If eight (8) clear hours are not provided, then overtime rates shall apply to the shortfall of hours worked in the next regular shift.

Employees shall not be subject to layoff during regular hours in order to use up accrued overtime.

22.2 Part-Time Employees

Part-time employees working less than the normal hours per day or per week of a full-time employee, and who are required to work longer than their regular working day or week, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day or week of a full-time employee.

Regular overtime rates shall apply after the normal hours in the working day of a full-time employee and for all work performed on holidays and a regular day off.

Overtime will not be claimed or received for less than fifteen (15) minutes.

22.3 Overtime Rates

Overtime will be paid if an employee is required to work more than the agreed upon hours of work as per Article 22. The employee will be paid at the rate of:

- (a) time and one-half for the first two (2) hours worked and double-time after two (2) hours on a regularly scheduled workday;
- (b) double-time for hours worked in excess of (a); and.
- (c) double-time for all hours worked on a day of rest.

22.4 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations.

ARTICLE 23 - ANNUAL VACATION

23.1 Definitions

Vacation Year - For purposes of this Article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

First Vacation Year - The first vacation year is in the calendar year in which the employee's first anniversary falls.

23.2 Regular Full-Time Employees

A regular full-time employee with one (1) or more years of continuous services will have an annual vacation entitlement as follows:

Vacation Years	Work Days
First to Three.....	15 days
Fourth.....	16 days
Fifth.....	19 days
Sixth.....	22 days
Seventh.....	23 days
Eighth.....	24 days
Ninth	25 days
Tenth	26 days
Eleventh to Fifteenth.....	26 days
Fifteenth and thereafter	31 days

23.3 Entitlement - Regular Part-Time Employees

A regular part-time employee with one (1) or more years of continuous service will have an annual vacation entitlement pro rata based upon the schedule in the schedule above.

23.4 Vacation Entitlement - Partial Years

A new employee earns but is not entitled to take vacation leave during the first six (6) months of continuous employment.

Vacation entitlement for the first and subsequent partial years will be calculated on a pro rata basis.

23.5 Vacation Scheduling

- (a) The scheduling and taking of vacation shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purposes of additional leave entitlement, the calendar year in which the fifth (5th) anniversary falls shall be the fifth (5th) vacation year.
- (c) *Vacation Period*

Employees shall be permitted to take their vacation entitlement at any time during the calendar year based on the vacation schedule as operational requirements permit.

- (d) *Preference in Vacation*

Vacations shall be granted on the basis of service seniority within the work units. An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner to a maximum of three choices.

- (e) *Vacation Schedules*

- (1) Vacation schedules will be circulated in advance, approved and posted by March 31st of each year and shall not be changed unless mutually agreed to by the employee and the Employer.
- (2) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (3) All vacation time not requested for scheduling or carryover (in accordance with Article 23.9 by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

23.6 Vacation Pay

- (a) Payment for vacation 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 his/her vacation, in which case he/she shall receive the higher pay rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing, or pay for the period of vacation will be made available prior to the employee's leaving on vacation.

23.7 Callback on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

23.8 Vacation Leave on Retirement

An employee scheduled to retire or otherwise terminating employment shall be granted full vacation entitlement on a pro rata basis for all unused vacation credits.

23.9 Vacation Carry-Over

An employee may carry over up to five (5) days vacation leave, to a maximum of ten (10) days. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days vacation leave into their first vacation year. An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 24 - STATUTORY HOLIDAYS**24.1 Entitlement**

Regular employees will be entitled to the following eleven (11) statutory holidays, or any other statutory holiday proclaimed by the federal or provincial government:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

An employee who is on unpaid leave of absence for more than twenty (20) working days immediately preceding the statutory holiday will not be entitled to holiday pay.

24.2 Holidays Falling on a Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the immediately preceding Friday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement, unless alternate arrangements are made on a local basis by mutual agreement.

24.3 Holiday Falling on Day of Rest

- (a) When a statutory holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling and taking of such lieu day shall be by mutual agreement within a period of sixty (60) days.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the rate of double-time for all hours worked and will have the lieu day rescheduled.
- (c) Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

24.4 Holiday Falling on a Scheduled Work Day

An employee who works on a statutory holiday which is a scheduled workday shall be compensated at double-time rates for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be as per Article 24.4(a) above.

24.5 Christmas and New Year's

The Employer shall endeavour to schedule the staffing of the Centre to enable as many staff as possible to have either Christmas or New Year's off duty.

24.6 Paid Holiday Pay

Payment for 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 his/her holiday, in which case he/she shall receive the higher rate.

ARTICLE 25 - SPECIAL AND OTHER LEAVE**25.1 Special Leave**

(a) Where leave from work is required, post-probationary regular employees shall be entitled to special leave as follows:

- | | | |
|-----|--|--------|
| (1) | Marriage of the employee | 3 days |
| (2) | Attend wedding of the employee's child | 1 day |
| (3) | Birth or adoption of the employee's child | 1 day |
| (4) | Serious household or domestic emergency | 1 day |
| (5) | Moving household furniture and effects | 1 day |
| (6) | Attend his/her formal hearing to become a Canadian citizen | 1 day |
| (7) | Attend funeral as pallbearer or mourner | ½ day |
| (8) | Court appearance for hearing of employee's child | 1 day |

(b) Pay will be prorated according to the normal hours worked per day.

(c) Two (2) weeks notice is required for leave under (a)(1), (2), (5) and (6).

(d) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.

(e) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

25.2 Family Illness

In the case of illness of a child of an employee, and where the child is residing in the employee's home, and when no one at the employee's home other than the employee can provide for the needs for the ill child, the employee shall be entitled, after notifying the Director, to use up to a maximum of one (1) day paid leave at any one (1) time for this purpose.

25.3 Maximum Special and Family Illness Leave

Leaves taken under Clauses 26.1 and 26.2 shall not exceed a total of eight (8) working days per calendar year, unless additional special leave is approved by the Employer.

25.4 Medical Certification

The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

ARTICLE 26 - BEREAVEMENT LEAVE

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to bereavement leave, at his/her regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed three (3) workdays.

(b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to bereavement leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

ARTICLE 27 - FULL-TIME UNION OR PUBLIC DUTIES

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year; such leave will be renewed upon request by the Union;

(c) for employees elected to a public office for a maximum period of five (5) years.

ARTICLE 28 - EDUCATION 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 designated courses and/or examinations. An employee may be granted leave without pay, or leave with partial pay, to take courses which are directly related to the work of the facility. The Employer shall bear the full costs including reasonable expenses.

ARTICLE 29 - LEAVE FOR COURT APPEARANCES

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or subpoenaed witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (f) For all the above leaves, the employee shall advise the Employer as soon as the employee is aware that such leave is required.

ARTICLE 30 - ELECTIONS

Any employee eligible to vote in a federal, provincial or municipal election, or a referendum, shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast a ballot.

ARTICLE 31 - SICK LEAVE

Sick leave will be accumulated by regular employees at the rate of one (1) day per month to maximum of one thousand, one hundred and seventy (1,170) hours.

ARTICLE 32 - MATERNITY, PARENTAL AND ADOPTION_LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

32.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 32.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (f) Maternity may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

32.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) consecutive weeks (or thirty-five (35) consecutive weeks in the case of a birth mother who takes leave under Article 31.1) following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' (or thirty-five (35) weeks in the case of a birth mother who has taken leave under Article 32.2) parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 32.1,
 - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

32.3 Leave without Pay

All leave taken under Article 32 is leave without pay.

32.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 32.1 and 32.2 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, plus any additional entitlements provided under Article 32.1(f) and/or Article 32.2(d).

32.5 Return from Leave

- (a) On return from leave, an employee shall be placed in her former position. Where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 32.1 or 32.2.

32.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

32.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

32.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

32.9 Extended Childcare Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 32.1 and 32.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee shall neither lose nor accrue seniority while on extended child care leave.

An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.

An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

ARTICLE 33 - UNPAID LEAVE OF ABSENCE**33.1 Unpaid Leave**

A regular employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the Employer and may be granted at the Employer's discretion subject to operational requirements. Such leave shall not be unreasonably withheld. Reasonable notice of at least seven (7) 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.

33.2 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request is to be in writing and approved by the Employer subject to operational requirements. Such approval shall not be unreasonably withheld.

ARTICLE 34 - MEDICAL PLANS AND BENEFITS**34.1 Medical Services Plan**

Effective the first of the month immediately following thirty (30) days after the signing date of this Collective Agreement, the Employer shall pay one hundred percent (100%) of a Medical Services Plan premium for eligible regular employees, such employee's spouse and/or eligible dependents, provided that an employee's spouse and/or dependents are not covered under another Medical Services Plan group. An eligible dependent shall be as defined by the Plan.

Membership in the Plan shall be optional for eligible regular employees who shall be enrolled for coverage following the completion of three (3) months continuous employment.

34.2 Dental Plan

The Employer shall pay one hundred percent (100%) of the monthly premium for employees entitled to coverage under a plan which provides:

- (a) 100% for diagnostic/prevention;
- (b) 80% for basic services;
- (c) 50% for major services;
- (d) 50% for orthodontic services (maximum lifetime of one thousand dollars (\$1000) per child with no run-offs for claims after termination of employment);

Membership in the Plan shall be optional for regular employees who shall be enrolled for coverage following the completion of three (3) months continuous service.

ARTICLE 35 - SAFETY AND HEALTH**35.1 Safety and Health Committee**

A Safety and Health Committee shall be established and composed of one (1) representative appointed by the Employer and one (1) representative of the Union. The Occupational Health and Safety Committee referenced in this Article shall meet every two months, or as the need arises.

The Committee will function in accordance with the Workers' Compensation Board Regulations and will participate in developing a program to reduce risk of occupational illness or injury. Minutes of all Safety and Health Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

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 the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

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.

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board inspector rules it safe.

Members of the Safety Committee who attend Safety Committee meetings outside normal working hours shall be credited with equivalent straight time off with pay, to be scheduled on the same basis as time earned under Article 22.

35.2 Investigation of Accidents

The Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury. In the event of an industrial fatality the Employer shall immediately notify the President or his/her delegate the nature and circumstances of the accident.

35.3 Industrial First Aid Requirements

The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

ARTICLE 36 - EXEMPT AND SAVE HARMLESS

The Employer will ensure:

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

ARTICLE 37 - VEHICLE DAMAGE

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to one hundred dollars (\$100.00).

ARTICLE 38 - PERSONAL PROPERTY DAMAGE

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

ARTICLE 39 - EXPENSES WITHIN HEADQUARTERS AREA

An employee in performing his/her duties, within his/her headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to obtaining advance approval from the Employer in each case and the submission of receipts for actual disbursements. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants.

ARTICLE 40 - VEHICLE ALLOWANCE

A vehicle allowance for all distances travelled on the Employer's business shall be paid to any employee requested and agreeing to use his/her own vehicle in the performance of his/her duties. The allowance shall cover distance to and from the Employer's work location.

Effective the signing date of this Collective Agreement, the vehicle allowance shall be thirty-eight cents (38¢) per kilometre.

ARTICLE 41 - CLASSIFICATION AND RECLASSIFICATION

41.1 Job Descriptions

The Employer agrees to supply the staff representative appointee of the Union or his/her designate with the job descriptions for those classifications in the bargaining unit.

41.2 Classification and Salary Assignments

When a new or substantially altered classification covered by this bargaining unit is introduced, the rate of pay shall be subject to negotiations between the parties. If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed by the parties, the Employer may implement the classification and attach a salary. The matter may then be referred to a board of arbitration. The new rate of pay shall become effective on a date agreed upon by the parties or as determined through the arbitration process.

- (a) An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee.
- (b) Any employee whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

ARTICLE 42 - PAYMENT OF WAGES AND ALLOWANCES

42.1 Pay Days

- (a) Employees shall be paid on the 15th and the 28th of every month.
- (b) The distribution of paycheques shall be done in such a manner that the detail of the paycheque shall be confidential; folding and stapling is acceptable.

ARTICLE 43 - COPIES OF AGREEMENT

A copy of this Collective Agreement will be made available to each employee by the Union.

ARTICLE 44 - NOTICE TO BARGAIN

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 30, 2004, but in any event not later than midnight February 28, 2005.
- (b) Where no notice is given by either party prior to February 28, 2005 both parties shall be deemed to have given notice under this clause on February 28, 2005 and thereupon Clause 46 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Employer.

ARTICLE 45 - COMMENCEMENT OF BARGAINING

Where a party to this Agreement has given notice under Clause 45, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

ARTICLE 46 - 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.

ARTICLE 47 - AGREEMENT TO CONTINUE IN FORCE

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

ARTICLE 48 - DURATION

This Agreement shall be binding and remain in effect to midnight April 30, 2007.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Christina MacDonald, Owner/Operator

Sandra Spikula, Bargaining Committee

Joe Breau, JP Breau & Associates

Irene Reddy, Bargaining Committee

Amrita Sanford, Staff Representative

Signed this _____ day of _____, 2008.

MEMORANDUM OF UNDERSTANDING #1**RE: COMMUNICABLE DISEASES**

In respect of Communicable diseases, the parties agree that the Joint Safety and Health Committee will consider, review, and make recommendations to the Principals on issues including:

- (a) preventive protocol measures, including education, hygiene, protective equipment/apparel and vaccinations.
- (b) post-exposure protocols.

The parties agree that officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

The Joint Safety and Health Committee will make recommendations to the Principals regarding measures necessary for the establishment of a work environment with minimal risk of exposure or infection by communicable diseases. Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventive measure, such vaccination shall be made available to the employee at the Employer's expense.

MEMORANDUM OF UNDERSTANDING #2

The parties recommend, and agree, to individually and jointly explore all possibilities of Everett Rest Home Inc. becoming accredited with HEABC for BCGEU (Community Subsector).

WAGE SCHEDULE

Effective	Step 1	Step 2	Step 3	Step 4
April 1, 2006	16.75	17.05	17.15	17.25
Step 1 – Up to and including 900 hours.				
Step 2 – Over 900 hours up to and including 1800 hours.				
Step 3 – Over 1800 hours up to 2700 hours.				
Step 4 – Over 2700 hours.				

* All current casuals will move up to Step 2.

* All current regulars will move up to Step 4.

MEMORANDUM OF AGREEMENT #3**RE: MUNICIPAL PENSION PLAN**

The Employer agrees to make application for participation in the Municipal Pension Plan. If approved, the Employer acknowledges the rules of the Plan made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans' Act*.

If the Employer's application is accepted, the parties agree that the following language will be implemented:

(a) Upon implementation of the Municipal Pension Plan, all regular full-time employees on staff, and all other employees who meet the eligibility criteria referenced in section (c) of this Article, will be enrolled in the Plan unless eligible employees sign a waiver by the implementation date. The waiver will be maintained on the employee's personnel file.

(b) Following the implementation date, newly hired regular full-time and eligible part-time employees shall be enrolled in the Municipal Pension Plan upon completion of their probationary period and shall continue in the Plan as a condition of employment.

(c) Any new regular part-time or casual employees, existing regular part-time or casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the *Public Sector Pension Plans' Act* and the Municipal Pension Plan Rules. The rules currently provide that a person who has completed two (2) years of continuous employment with earnings from an Employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

The effective date for the implementation of the Municipal Pension Plan will be two (2) months after the date on which the Employer's application is accepted.

MEMORANDUM OF AGREEMENT #4**RE: GROUP RRSP**

In the event that the Employer's application for participation in the Municipal Pension Plan (as outlined in MOA # 3) is not accepted, the Employer agrees to implement a Group RRSP as described in Appendix 1. The language in point #1 of Appendix 1 with respect to the time frame for employee enrolment options will be negotiated by the parties upon confirmation that the Group RRSP is to be implemented.

Employees who have completed their probationary period may opt into the Group RRSP as described in Appendix 1.

The Employer will select a fund manager mutually agreed to by the Employer and the Union.

Only a single fund manager for the RRSP will be utilized by an Employer at any one time.

The parties agree that the Policy meetings as described in Article 7.3 shall discuss, on an annual basis, any issues relating to the administration and performance of the Group RRSP.

The effective date for the RRSP will be one (1) month following the date upon which the Employer is notified that its application to the Municipal Pension Plan is not accepted.

APPENDIX 1**RE: GROUP RRSP**

1. All regular employees, upon completion of the probationary period, shall have an option of enrolling in the plan. Participation in the plan is voluntary.
2. Employee contributions to the Plan will be on one (1) of the following bases:
 - One percent (1%) of regular earnings; or
 - Two percent (2%) of regular earnings; or
 - Three percent (3%) of regular earnings.
3. The Employer will match the contributions made by each employee.
4. Employees may increase or decrease their contribution levels, as noted in 2 above, on January 1st of each year by providing at least thirty (30) days' written notice to the Employer.
5. Employer and employee contributions will be locked in on the employee's behalf.
6. In the event that the Employer is required to implement an alternative retirement scheme such as the Municipal Pension Plan, the Group RRSP will be terminated for employees.
7. The Employer will ensure that all new employees are informed of the options available to them under this Appendix.