

E&OE

COLLECTIVE AGREEMENT

Between

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES UNION

And

NEWTON REGENCY CARE HOME

July 1, 2007 to June 30, 2010

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DEFINITIONS

For the purpose of this Agreement:

1. "Employer" means: Newton Regency Care Home
2. "Union" means the Hospital Employees' Union (HEU) and the British Columbia Nurses Union (BCNU) 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, and those excluded consistent with the provisions of the British Columbia Labour Relations Code.
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. **An employee may not have more than one person as a spouse at one time.**

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

Article 7.06 - Compassionate Leave

Article 7.08 - Special Leave

Article 11.10 (a) - Medical Plan

Article 11.10 (b) (1) - Dental Plan

Article 11.10 (c) - Extended Health Care Plan

PREAMBLE

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

AND WHEREAS the parties wish to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

AND WHEREAS it is obligatory upon the Employer that an efficient operation be maintained;

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

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

The Employer 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

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

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

Article 9.04 - Grievance Procedure
Article 9.06 - Dismissal/Suspension for Alleged Cause
Article 18.01 - Employer's Notice of Termination

1.03 Definition of Employee Status

(1) Regular Full-Time Employee

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

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

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

(3) **Casual Employees**

A casual employee is one who is not regularly scheduled to work but is employed to relieve in vacancies created by the absence of a regular full time or regular part time employee or to perform emergency or unanticipated or irregular relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis.

(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.

1.04 Union Check-Off and Induction

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

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

The Employer shall provide the respective Union's Provincial Office with a list of all employees hired and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the Bargaining Unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such list shall be forwarded along with the deductions as above.

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

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

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

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

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

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.

1.05 Shop Stewards

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

- (1) The employer recognizes the Union's right to select four (4) shop stewards for HEU and two (2) shop stewards for BCNU
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by each Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one (1) department shall be given leave of absence to transact Union business at any one (1) time.

1.06 No Discrimination

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

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

The Union and the Employer agree that employees are entitled to work in an environment which is free from sexual harassment and such other types of harassment as are prohibited by the *Human Rights Code*, by employees, including management employees.

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

1.07 Complaints Investigation

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer shall register the complaint in writing to the Administrator/Director of Care, either directly or through the Union. The Administrator/Director of Care shall deal with the complaint in a confidential manner. The Administrator/Director of Care shall investigate the allegations and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

Unresolved complaints of harassment under this provision may be submitted by the Parties to the investigator.

Investigator

Where a complaint remains unresolved after completion of the process under Article 1.07, the Parties shall refer the matter to a mutually agreeable investigator who shall:

Investigate the matter and make written recommendations to resolve the complaint within five (5) days of the date of the request.

Upon completion of this process, an employee may seek recourse through the Human Rights Act.

1.08 Union Business Work Space

The Employer shall provide space to work and meet with members upon request.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Direction of Work Force

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

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

2.02 Notice of New and Changed Positions

(a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 6.12(c).

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

(b) Change in Duties

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

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

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

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

ARTICLE 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 required qualifications and 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. However, employees will make every reasonable effort to exercise their bumping rights within seven (7) days.

If an employee who transfers to a job under this clause leaves the position pursuant to Article 6.03 qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

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 6.08.

3.05 Job Training

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

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

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

ARTICLE 4 - DISCUSSION OF DIFFERENCES**4.01 Committee on Labour Relations**

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

4.02 Union Committee

The Union shall appoint and maintain a committee comprising persons who are employees of the Employer and/or the Secretary-Business Manager or his/her representative, which shall be known as the Union Committee. The Union, at all times, shall keep the Employer informed of the individual membership of the Committee. There shall not be more than three (3) employees as members of the Committee on paid leave, in accordance with Article 7.04(a), at any one (1) time.

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 employees of the employer and 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;

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.

Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or the Employer.

4.03 Union/Management Meetings

The Union Committee, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and, if possible, resolving any grievance or dispute arising between the Employer and the employee concerned. However, any grievances shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 2 or Step 3 outlined in Article 4.06 no later than twenty-one (21) days of becoming aware of the issue giving rise to the grievance.

4.04 Committee Meetings

All meetings of the said Committee on Labour Relations with the Union Committee shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

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

4.05 Conduct of Grievance Procedure

(a) Union Representation

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

(b) Grievance Investigations

A shop steward or Union committee member shall obtain the permission of his/her immediate supervisor prior to leaving their work duties to undertake their Union responsibilities. Such permission will not unreasonably be withheld where operational requirements permit. The duties of a Shop Steward shall include but not be limited to:

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) Attending meetings called by management;
- (c) Investigation of employee complaints of an urgent nature.

The shop steward or Union committee member agrees to notify his/her supervisor on resuming his/her normal duties.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that he/she has the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

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

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

(d) **Arbitration Board Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an arbitration board, provided the dispute involves the Employer.

(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. Disciplinary documents pertaining to resident abuse shall be removed after twenty-four (24) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

(f) **Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the evaluation and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one (1) of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee and any such changes shall be subject to the grievance procedure.

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

The Union shall inform the Employer with as much advance notice as possible when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and shall not disrupt residents or their families.

(h) **Personnel File**

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

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

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

4.06 Grievance Procedure

For the purposes of this Agreement, a grievance is defined as:

- (a) A difference arising between the parties related to the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.
- (b) The dismissal, discipline or suspension of an employee bound by this agreement.

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

Within fourteen (14) days of the employer's response at Step 1, 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. For the BCNU, the steward shall be accompanied by the grievor. 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 the Union Committee and the Administrator or his/her designated representative.

BCNU - The grievance shall be a matter for discussion between the Union Labour Relations Officer, grievor, and shop steward, and the Employer's representative.

4.07 Time Limits

If the Union or Employer do not present or pursue a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However neither party shall be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

4.08 Dismissal/Suspension for Alleged Cause

- (1) The employer shall notify the Union within three (3) business days of all employee terminations/suspensions. For the HEU, the Secretary-Business Manager or his/her representative shall be notified. For BCNU, the Labour Relations Officer shall be notified.

Employees dismissed or suspended for alleged cause shall have the right within ten (10) calendar days after the date of dismissal or suspension to process a grievance directly to Step 3 of the Grievance Procedure.

- (2) The decision of the Administrator or his/her designated representative shall be forwarded to the Union's Secretary-Business Manager or his/her designated representative or the Labour Relations Officer of the BCNU within seven (7) calendar days of the meeting.
- (3) If within fourteen (14) calendar days following the meeting in (2) above there is no resolution of the said grievance, the grievance may immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 5.02.

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- (5) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.03.
 - (6) The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one (1) of the arbitrators listed in Article 5.02.

4.09 Legal Picket Line

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

4.10 Expedited Arbitration

- (1) A representative of the Employer and the Secretary-Business Manager of the HEU, or his/her designate or a Labour Relations Officer of the BCNU, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be 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.

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- (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) In the event that the representatives of the Union and the Employer cannot agree on an expedited arbitrator within thirty (30) calendar days after the request for expedited arbitration, the matter may be referred to an arbitration in accordance with Section 104 of the Labour Code
 - (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5, excepting Article 5.06.
 - (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.
 - (15) Any suspension for alleged cause that is not dealt with under Article 4.11 shall be referred immediately to Article 4.07, for resolution.

ARTICLE 5 - ARBITRATION

5.01 Composition of the Board

Should the Committee on Labour Relations, the Union Committee and the Secretary-Business Manager of the Union or the Labour Relations Officer of 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, be referred to the arbitration, determination and award of a single arbitrator, who shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

5.02 Panel of Arbitrators

In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter may be referred to an arbitration in accordance with Section 104 of the Labour Code

5.03 Powers of the Board

The decision of the said arbitrator, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union and the employees concerned.

5.04 Authority of Arbitration Board

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

5.05 Expenses of Arbitration Board

Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

ARTICLE 6 - SENIORITY**6.01 Calculation of Seniority and Probationary Period**

- (a) For the first four hundred and fifty-five (455) hours or six (6) months, whichever occurs first, of continuous service with the Employer, an employee shall be a probationary employee. During the said probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- (b) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

6.02 Promotion, Transfer, Demotion, Release

The successful candidate for a posting vacancy will be selected in accordance with the following criteria:

- (a) Skills
- (b) Abilities

(c) Required Qualifications

Where two or more employees are relatively equal in the above, then seniority will be the deciding factor.

6.03 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) 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 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 6.03.

6.04 Temporary Promotion, Transfer, or Demotion

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

6.05 Promotions

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

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

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

6.06 Transfers

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

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

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

6.07 Demotions

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

6.08 Reduction in Work Force

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

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

One (1) week's pay in lieu of notice, after three (3) months;
Two (2) weeks' pay in lieu of notice, after twelve (12) months;
Three (3) weeks' pay in lieu of notice, after three (3) years,

Plus an additional week for each additional year of employment to a maximum of eight (8) weeks.

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- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.
 - (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first (1st) on.

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

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

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

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

6.09 Re-employment

Re-employment After Voluntary Termination or Dismissal for Cause

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

6.10 Supervisory or Military Service

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

6.11 Seniority Dates

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

6.12 Job Descriptions

- (a) The employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and 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.

6.13 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of two (2) calendar months 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.
- (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 duration of less than two (2) calendar months, qualified regular 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 6.02. If the application of this

paragraph requires the Employer to pay overtime, the proposed move shall not be made.

- (d) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within seven (7) 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.

6.14 Relieving in Higher and Lower-Rated Positions

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

Any employee required to relieve in a higher rated job, shall get the rate of pay for the job. Unless the assignment is in writing, the employee shall not be obliged to relieve in a higher rated job.

6.15 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:

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- (1) At the employee's option, temporary hours may be added to increase the hours of work for a part-time regular employee;
 - (2) The temporary position must be posted in accordance with Article 6.13;
 - (3) The maximum term of the temporary position or assignment of temporary hours pursuant to i) above, is four (4) months;
 - (4) 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;
 - (5) 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;
 - (6) 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;
 - (7) When a temporary position ends, the employee shall return to their previous position and status; and
 - (8) 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

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

7.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests, providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing. Leaves under this provision shall be for a maximum of one year, except in exceptional or extraordinary circumstances.

7.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

7.04 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the 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. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

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- (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.

7.05 Unpaid Leave - Public Office

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

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

7.06 Compassionate Leave

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. Immediate family shall include spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, step-parents and legal guardians or wards.

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

7.07 Educational Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take 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 and of encouraging employees to participate in-service.

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

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the job categories at Newton Regency Care Home, subject to the following provisions:

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

7.08 Special Leave

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

- (a) At formal hearing to become a Canadian citizen - one (1) day;
- (b) Paternity leave – **one (1) day**;
- (c) When the employee is needed to attend to a substantiated illness in the employee's immediate family which for this article shall mean spouse, child, parent or other direct dependent, employees may use up to three (3) days sick leave per calendar year.

7.09 Family Responsibility Leave

In addition to Article 7.08 (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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 Continuous Operation

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

8.02 Hours of Work

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be seven and one-half (7-1/2) hours per day, an average of thirty-five (35) hours per week (on a four (4) on, two (2) off rotation), or an equivalent mutually agreed to by the Employer and the Union.

With respect to the scheduling of the eleven (11) statutory holidays, employees shall have their eleven (11) seven point five (7.5) hour statutory days taken at a time mutually agreeable between the employee and the employer.

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 for Regular Employees

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first (1st) shift worked pursuant to Article 8.07.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates, in accordance with Article 8.07.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 8.03 shall be waived for all employees affected by the granting of such a request, provided they are in agreement.

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- (e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
 - (f) If the Employer changes a shift schedule without giving a minimum of seven (7) 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 employees shall not be required to work three (3) different shifts in any four (4) consecutive day period posted in their work schedules.

8.04 Split Shifts

No split shifts shall be worked except with the agreement of the employee.

8.05 Shift Premiums

Employees working the weekend or night shift shall be paid a shift differential of sixty-five cents (\$0.65) per hour for the entire shift worked.

Employees working the evening shift shall be paid the shift differential of fifty cents (\$0.50) per hour for the entire shift worked.

In Article 8.06, "evening shift" means any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours); "night shift" means any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours); and "weekend shift" means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

8.06 Overtime

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 8.02, or who are requested to work on their scheduled off-duty days shall be paid:
 - (i) The rate of time and one-half (1 1/2) of their basic hourly rate of pay for the first (1st) four (4) hours, and double time (2x) thereafter;
 - (ii) The rate of time and one-half (1 1/2) 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, but shall not have the day off rescheduled.

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- (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 (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7 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, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken prior to his/her next scheduled vacation period. The Employer will make a reasonable effort to allow time off when requested by the employee.
 - (f) Overtime is not mandatory, and may be refused by an employee, except in the case of an emergency.

When an employee does not agree that an emergency exists, he/she shall work the overtime and may file a grievance later.

- (g) 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.
- (h) An employee who works three (3) hours of overtime immediately before or following his/her scheduled hours of work shall be provided with a meal. One half (**1/2**) hours with pay shall be allowed to the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
- (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 week 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.

8.07 Callback

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

8.08 Call-In - Statutory Requirement

Any employee (except those covered by Article 8.08) 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.

8.09 Responsibility Pay

One Nurse, who shall be responsible for the facility in the absence of Management, shall receive payment of one dollar and fifty cents (\$1.50) per hour for hours worked on the evening shift, night shift or weekend shift. These payments shall be in addition to Article 8.06 (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	

When an employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer scheduled statutory holiday and one (1) or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be rescheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 9.01, Paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph.

Such rescheduled statutory holidays shall be rescheduled not later than January 31 of the year following the year in respect of which they were originally scheduled.

The premium pay for working on a 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.

If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred and twenty-one (121) days off that his/her period of service in the year bears to a full year.

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

Employees shall be entitled to one (1) float day with pay each calendar year for 7 ½ hours. The employees shall give at least two (2) weeks notice to the employer in advance of taking their float day.

An employee shall not be permitted to take a float day on the day requested if that results in another employee working and being paid at overtime rates of pay.

9.02

Vacation

- (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.

Less than one year	- two weeks (10 days) - 4.2%
One year but less than two	- three weeks (15 days) - 5.0%
Two years but less than four	- three weeks (15 days) - 6.2%
Four years or more	- four weeks (20 days) - 8.2%

- (c) A "week under "Time Off" shall mean the time an employee is regularly scheduled to work in a calendar week. Therefore an employee shall be able to "take off" the same number of days they are regularly scheduled in a work week.

- (d) Supplementary Vacation

- (i) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of twelve (12) years of service, to be taken before seventeen (17) years of service.

- (ii) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of seventeen (17) years of service, to be taken before twenty-two (22) years of service.
- (iii) An employee shall be entitled to a supplementary five (5) days vacation with pay upon completion of twenty-two (22) 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-seven (27) years of service.

9.03 Vacation Scheduling

- (a) The employer shall permit annual vacations to be taken during the entire year.
- (b) The scheduling of vacation and the posting of the approved vacation schedule shall be completed by March 31 of the calendar year.
- (c) The scheduling of vacation shall be subject to operational requirements of the employer.
- (d) Once the approved schedule has been posted, it shall only be changed by mutual consent.
- (e) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employer and the employee. However, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

9.04 Splitting of Vacation Periods

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

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

9.05 Vacation Pay

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

9.06 Vacations Limited Accumulation

An employee may carry over up to five (5) days' vacation leave per vacation year for two (2) consecutive vacation years up to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an employee to take her carried over vacation time, plus earned 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 employees' vacation entitlement. Employees planning to carry over vacation leave credit shall notify their departmental supervisor, in writing by March 1st of each vacation year.

9.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 9.02. The pay to which an employee is entitled shall be paid as promptly as possible.

9.08 Reinstatement of Vacation Days - Sick Leave

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

9.09 Call-back from Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. If such occurs, an employee shall receive two (2x) times the applicable rate of pay for all hours worked and shall receive the vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee. Acceptance of such work shall be at the sole discretion of the employee.

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 Medical Examination

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation, and other immunization (with the exception of rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised, in writing, that such a procedure may have an adverse affect on the employee's health.

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 seven point seven percent (7.7%) shall be paid five point seven percent (5.7%);

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

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

10.05 Employment Abandoned

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

ARTICLE 11 - GENERAL PROVISIONS

11.01 Uniforms and Employer Property

(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 or other protective clothing to employees required by the Employer to wear same.

(b) **Uniform Allowance**

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform that 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.

(c) **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.

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

(e) 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.

(f) Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

11.02 Badges and Insignia

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

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

11.03 Sick Leave

- (a) Employees accumulate sick leave credits at the rate of one (1) work days for every calendar month of service, cumulative up to eighteen (18) work days. **(All employees shall maintain their current banks upon transition to the new language).**
- (b) During the probationary period, employees may not accrue or collect sick pay. However, upon completion of the probationary period, employees will receive sick leave credits reflective of the length of the probationary period.
- (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.
- (d) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.
- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- (f) Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

- (g) An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

- (h) Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be

continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service. 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. If no written report explaining the employee's condition is received by the Employer within a reasonable period of time after the request is made, the employee's services shall be terminated.

Further leave of absence without pay shall be granted upon request provided that the request is reasonable. The Employer's decision for further leave of absence without pay shall be in writing.

- (j) The employer shall record the number of sick days accumulated and make the information available to an employee on each pay stub.
- (k) All sick leave credits are cancelled when an employee terminates his/her employment.

11.04 Maternity, Parental and Adoption Leave

11.04.01 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) 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.
- (d) 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.
- (e) 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.
- (f) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. (Also see Article 11.04.02 Parental Leave).

11.04.02 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 11.04.02 (a) must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (e) In the case of a mother, immediately following the conclusion of leave taken pursuant of Article 11.04.01 of following the adoption pursuant to Article 11.04.04;
- (f) 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.

11.04.03 Benefits Continuation

- (a) For leaves taken pursuant to Articles 11.04.01 and 11.04.02, 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 11.04.01 and 11.04.02 and 11.04.04, 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. The employee shall be entitled to continue on the Employer administered Plans so long as the employee maintains the cost of the Plans.

11.04.04 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 the 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.

11.05 Pay days

Employees shall be paid by direct deposit every second (2nd) Friday. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur.

The statements given to employees with their pay cheques shall include a listing of statutory holidays pay, vacations, overtime sick leave and an itemized summary of deductions.

11.06 Rest and Meal Periods

(a) Rest Periods

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

(b) Meal Periods

A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without an eating period.

When an employee is designated either expressly or implicitly to be available for work during a meal period, and:

- (i) The employee is scheduled to work a seven and one-half (7.5) hour shift and receives thirty (30) minutes for a meal period, exclusive of the seven and one-half (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
- (ii) The employee is scheduled to work a seven and one-half (7.5) hour shift does not receive thirty (30) minutes for a meal period, exclusive of the seven and one-half (7.5) hour shift, then the employee shall receive seven and one-half (7.5) hours pay at regular straight-time

rates, plus thirty (30) minutes pay at time and one-half (1.5) regular rate;

- (iii) In the event an employee in A) above is recalled to duty, due to an emergency, during the employee's meal period the provisions of B (ii) shall apply.

Should an employee who has not been designated to be available for work during the employee's meal period be recalled to duty for an emergency during the meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift.

Should the additional continuous time off not be granted, then overtime rates of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.

The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in the Overtime section of the Collective Agreement.

11.07 Bulletin Boards

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

11.08 Jury Duty

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (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 Pension Plan

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

All full-time employees shall join the plan.

Employer contributions to the plan will be on the following basis:

- (a) The Employer will remit twenty-five cents (\$0.25) for each hour worked on behalf of each eligible employee. Also, the employees shall have twenty-five cents (\$0.25) per hour worked deducted from their pay and remitted along with the Employer's contributions to the plan carrier.
- (b) "Hours worked" shall include all hours paid.
- (c) A carrier for the Group RRSP will be determined by the Union. The carrier will determine the remittance procedure of the contributions to the plan.
- (d) Employees may request one time per year that the Employer make extra deductions from the employee's pay to be submitted to the RRSP plan. Such deductions will be made for the full year after the request is made

11.10 Health Care Plans

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

(a) **Medical Service Plan**

One hundred percent (100%) of the premium cost of B.C. Medical Services Plan for eligible full time and part time employees and their dependents;

(b) **Drug Plan – Extended Benefits Administered By An Outside Carrier**

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;

(c) **Extended Health Care Plan – Extended Benefits Administered By An Outside Carrier**

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;

(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, fifty percent

(50%) cost of major services and fifty percent (50%) of the cost of orthodontic services. Orthodontics services are subject to a \$1000.00 maximum per person per lifetime. Reimbursement is for eligible full-time and part-time employees and their dependents.

(e) **Life Insurance Policy**

One hundred percent (100%) of the premium cost of a life insurance policy of \$20,000.00 for eligible full and part-time employees.

(f) **Long Term Disability**

One hundred percent (100%) of the premium cost of a Long term Disability plan providing benefits payable after 120 day wait up to age 65 providing sixty percent (60%) of wages to a maximum of \$3,500.00 per month for full-time employees only. The plan shall be mandatory and shall cover post probationary employees.

(g) **Vision Care**

Upon proof of purchase, the Employer will provide regular employees and their dependents, two hundred and fifty dollars (\$250.00) allowance every twenty-four (24) months, towards the purchase of prescription eyewear.

Employees shall be enrolled for coverage following the completion of the three (3) month probationary period.

Coverage under the provisions of this Article shall apply to the indicated eligible employees in each subsection.

The benefits outlined above will be amended only should the Employer negotiate improvements in other facilities where the Employer has a presence. The benefits shall reflect those improvements.

Coverage under the provisions of this article shall apply to the indicated eligible employees in each subsection. A part time employee is eligible for benefits outlined in (b) through (e) above if she works an average of 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 employee's probationary period.

(h) **Commencement of Coverage**

All employees entitled to coverage under the insurance outlined in this article shall themselves be responsible for completing a requisition form requesting such coverage. Such requisition form shall be made available by the administrator.

11.11 Employment Insurance Coverage

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

11.12 Union Advised of Changes

The HEU Secretary-Business Manager or BCNU Labour Relations Officer shall be informed in writing of any change intended by the Employer which shall affect the terms of this Agreement.

11.13 Printing of the Agreement

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

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

11.14 Occupational Health and Safety

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

The parties agree that a Joint Occupational Health and Safety Committee will be established.

The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

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

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

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee.

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.

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.

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.

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.

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.

11.15 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 (\$0.36) per kilometre.

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, to a maximum one hundred and fifty dollars (\$150.00) per year."

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.

The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the 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 - 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 15 - 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 16 - 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 17 - EFFECTIVE AND TERMINATING DATES

This Agreement shall be effective July 1, 2007 and shall remain in force and be binding upon the parties until June 30, 2010 and from year to year thereafter unless terminated by either party on written notice served during the month of March, 2010

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.

All wage increases shall be effective from the dates specified in the Wage Schedule. All other changes shall be effective from the date of ratification unless otherwise specified in the Collective Agreement.

Changes in Agreement

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

ARTICLE 18 - SUPERIOR BENEFITS OR VARIATIONS

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

ARTICLE 19 - CASUAL EMPLOYEES

19.01 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:

- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.

19.02 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.

19.03 Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within two (2) calendar months, that position shall be posted and filled pursuant to the provisions of Article 6.13(a) of the Collective Agreement.

19.04 (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 job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, he/she will be entitled to reimbursement for monthly benefits premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first five (5) weeks in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below:

- (i) Article 11.10
- (a) Medical Plan
- (b) Dental Plan
- (c) Extended Health Care Plan
- (d) 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.

19.05 Casual employees are entitled to all benefits of the Collective Agreement except the following:

- (1) Article 3 - Technological, Automation and Other Changes;
- (2) Article 6 - Seniority, Articles 6.01, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10 and 6.13(c);
- (3) Article 7 - Leave of Absence;
- (4) Article 8 - Hours of Work and Overtime; Articles 8.03, except (e), and 8.07(i) and (j);
- (5) Article 9 - Statutory Holidays and Annual Vacations, Articles 9.03 and 9.04;

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- (6) Article 10 - Conditions of Employment, Article 10.03;
 - (7) Article 11 - General Provisions, Articles 11.03, 11.04, 11.08, 11.09 and 11.10.

19.06 Casual employees shall accumulate seniority on the basis of the number of hours worked.

19.07 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.

19.08 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. Employees shall be entitled to register two (2) telephone numbers. The Employer will call both numbers in sequence before calling the next person on the list.
- (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.

A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

- (5) When a casual employee has not accepted work for a period of three (3) months, and there is no bone fide reason for the refusal of the work, the casual employee may be deleted from the casual call in list.

19.09 Casual employees shall not be dismissed except for just and proper cause.

19.10 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.

19.11 (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 date shall be added to such classification registry or registries as are applicable in the order that they are hired.

(2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

(3) Within two (2) weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the HEU and the Labour Relations Officer of the BCNU a revised copy:

- (a) Of the master casual seniority list; and
- (b) Of each classification registry maintained by the Employer.

19.12 (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 6.01 of the Collective Agreement.
- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 6.01.

19.13 For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

- (1) Dividing his/her number of seniority hours by a factor of seven point five (7.5), which shall be deemed to be the number of days worked; and then
- (2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
- (3) 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 a third party who shall render a binding decision.

19.14 Casual employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.

19.15 A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer, converted to hours on the following formula:

- (1) To determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer, multiplied by a factor of 0.714; and then,
- (2) To determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.5. Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, this factor shall be reduced to seven point two (7.2) hours.

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- 19.16** Regular part-time employees may register for casual work under this Addendum. Sick leave credits accumulated 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.
- 19.17** Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ARTICLE 20 - PROFESSIONAL RESPONSIBILITY CLAUSE

- 20.01** In the interest of safe patient care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient care including:
- (a) Nursing practice conditions
 - (b) Safety of residents and nurses
 - (c) Workload
- 20.02** The employee with a concern will discuss the matter with the immediate supervisor with the objective of resolving the concern. Upon request, the employee may be accompanied by a steward.
- 20.03** If the matter is not resolved to the employee's satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of the discussion with the immediate supervisor. The employee retains the original and forwards copies to her immediate supervisor and the Director of Care.
- 20.04** If the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, the employee may submit the concern in writing to the Administrator. The Administrator shall respond to the employee in writing within ten (10) calendar days of the meeting.
- 20.05** If the additional staff are immediately necessary due to emergency circumstances, either within a shift or for the next shift, the nurse who has been designated in charge shall obtain permission from management personnel on the premises or otherwise before calling in additional staff. For such call-ins, policies and practice in place for call-ins shall be followed.

ADDENDUM**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.

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

Where an RN is employed for a regular RN position, salary recognition as follows shall be granted for relevant nursing experience, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year's experience.

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

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

Wages

Job Category	Current	July 1, 2007	July 1, 2008	July 1, 2009
Care Aides Recreation Aides				
Start	15.70	16.24*	16.89*	17.60*
480 Hours	16.20	16.74	17.39	18.10
1 Year	16.70	17.24	17.89	18.60
2 Years	17.20	17.74	18.39	19.10
Housekeeping/Laundry Dietary Aides				
Start	14.50	14.90	15.45	16.10
480 Hours	15.00	15.40	15.95	16.60
1 Year	15.50	15.90	16.45	17.10
2 Years	16.00	16.40	16.95	17.60
Cook				
Start	17.10	17.40	17.80	18.25
480 Hours	17.60	17.90	18.30	18.75
1 Year	18.10	18.40	18.80	19.25
2 Years	19.10	19.40	19.80	20.25
LPN				
Start	21.50	21.95	22.45	22.95
480 Hours	22.00	22.45	22.95	23.45
1890 Hours	23.00	23.45	23.95	24.45
RN				
Start	28.00	28.90	29.95	31.10
480 Hours	28.50	29.40	30.45	31.60
1 Year	30.00	30.90	31.95	33.10
2 Years	30.75	31.65	32.70	33.85
3 Years	31.50	32.40	33.45	34.60

* Separate increase to probationary Care/Recreation Aide rate may be discussed by the parties.

SIGNED ON BEHALF OF THE EMPLOYER:

Per: Peter Kafka
Peter Kafka, Spokesperson

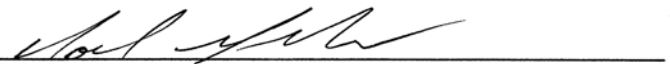
Per: David Stott
David Stott, Facility Manager

Dated this 12 day of June, ²⁰⁰⁸ 2008.

SIGNED ON BEHALF OF THE UNION:

Per: 

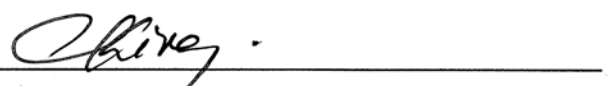
Susan Fisher, Coordinator of Organizing and Private Sector Bargaining

Per: 

Noel Gulbransen, HEU Spokesperson

Per: 

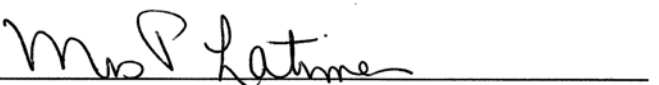
Gayle Duteil, Executive Director of Operations, BCNU

Per: 

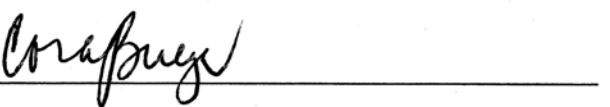
Cheryl King, BCNU Spokesperson

Per: 

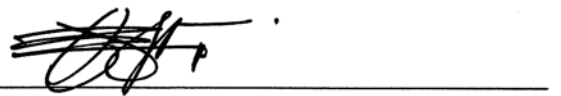
Indra Sharma, Bargaining Committee Member

Per: 

Pat Latimar, Bargaining Committee Member

Per: 

Cora Bueza, Bargaining Committee Member

Per: 

Estrella Dimalanta, Bargaining Committee Member

Dated this 30th day of APRIL, 2009