

**COLLECTIVE AGREEMENT**

**Between**

**HOSPITAL EMPLOYEES' UNION**

**And**

**GOLDEN LIFE MANAGEMENT CORP.**

**At Rocky Mountain Village**

**Crestview Village**

**Garden View Village**

**Castle Wood Village**

**Rose Wood Village**

**Joseph Creek Village**

**April 1, 2008 – March 31, 2011**

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**ARTICLE 1 - PREAMBLE****1.01 Preamble**

WHEREAS the right of residents to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees to provide the best quality of life for residents, and to effect this, it is important that sincere and harmonious relations be continued between the Employer and its Employees;

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

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

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

**1.02 No Discrimination**

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

**1.03 Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.
- (b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.



- (c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code of British Columbia* including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident or visitor contact, provided the acts are committed within the course of the employment relationship.

#### **1.04 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) Sexual harassment includes but is not limited to:
  - (1) A person in authority asking an employee for sexual favors in return for being hired or receiving promotions or other employment benefits.
  - (2) Sexual advances with actual or implied work related consequences.
  - (3) Unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations.
  - (4) Verbal abuse, intimidation, or threats of a sexual nature.
  - (5) Leering, staring or making sexual gestures.
  - (6) Display of pornographic or other sexual materials.
  - (7) Offensive pictures, graffiti, cartoons or sayings.
  - (8) Unwanted physical contact such as touching, patting, pinching or hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

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**1.05 Procedure for Filing Complaints**

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 8.08, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the Troubleshooter under Article 8.07.

**ARTICLE 2 - RECOGNITION OF THE UNION****2.01 Sole Bargaining Agency**

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

**2.02 Union Shop**

All employees 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.

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**2.03 Union Check-Off**

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

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

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

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

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

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

**2.04 Induction**

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

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

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

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

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**2.05 Shop Stewards**

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

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards.
- (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 the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

**ARTICLE 3 - DEFINITIONS****3.01 Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis.

**3.02 Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis.

**3.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee.

**3.04 Practical Nurse**

Graduation from a recognized program for Practical Nurses or an equivalent combination of education, training and experience. Current full practicing licensure with the College of Licensed Practical Nurses of B.C. (CLPNBC).

**3.05 Common-Law Spouse**

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

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

- Article 31.01 - Compassionate Leave
- Article 38.01 - Medical Plan
- Article 38.02 - Dental Plan
- Article 38.03 - Extended Health Care Plan

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#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The management of the Employer's business, and the direction of the working forces is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

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

#### **ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION**

**5.01** 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.

#### **ARTICLE 6 - LEGAL PICKET LINE**

**6.01**           **Legal Picket Line**

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

#### **ARTICLE 7 - UNION/MANAGEMENT COMMITTEE**

**7.01**           **Management Committee**

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

**7.02**           **Union Committee**

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

**7.03**           **Union/Management Meetings**

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Management Committee for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of

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Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 8.04.

The time spent by members of the Union Committee at Union/Management meetings shall be considered time worked and shall be paid in accordance with the provisions of the Collective Agreement.

#### **7.04 Committee Meetings**

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

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/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. The length of such meetings shall not unduly affect Resident Care.

#### **8.02 Grievance Investigations**

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

No meeting shall take place between the Employer and a union member, where any form of discipline could possibly result from the meeting, without the Employer advising the Union member that he/she has the right to representation by a shop steward or Union committee member of his/her choice. Where the Employer fails to so advise the member, any disciplinary action taken shall be rendered null and void.

No meeting which could result discipline shall take place between the Employer and Union member without reasonable advance notice being given.

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**8.03 Right to Grieve Disciplinary Action**

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

**8.04 Grievance Procedure**

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

**STEP ONE:**

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

**STEP TWO:**

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

**STEP THREE:**

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

**8.05 Dismissal/Suspension for Alleged Just Cause**

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

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**8.06 Reinstatement of Employees**

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

**8.07 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, H. Laing; D.R. Munroe, Q.C.; V.L. Ready; Mark Atkinson or a substitute agreed to by the parties, shall at the request of either party:

- (a) Investigate the difference
- (b) Define the issue in the difference, and
- (c) Make written recommendations to resolve the difference

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

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

**8.08 Expedited Arbitrations**

- (1) The parties shall meet semi annually, 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 annually to review the expedited arbitration process and scheduling of hearing dates.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (5) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.



- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (9) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (10) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be Judi Korbin; H. Laing; J. McEwen; D.R. Munroe, Q.C.; V.L. Ready; Mark Atkinson.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (15) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

## **ARTICLE 9 - ARBITRATION**

### **9.01(a) Composition of Board**

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

One member is to be appointed by the Management Committee, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

1. J.E. Dorsey
2. H.A. Hope, Q.C.
3. M. Jackson, Q.C.
4. H. Laing
5. J. McEwen
6. D.C. McPhillips
7. D.R. Munroe, Q.C.
8. G. Somjen

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

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

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

**9.01(b) Dismissal/Suspension**

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

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

1. J.E. Dorsey
2. H.A. Hope, Q.C.
3. M. Jackson, Q.C.
4. H. Laing
5. J. McEwen
6. D.C. McPhillips
7. D.R. Munroe, Q.C.
8. G. Somjen

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

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

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

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

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

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**9.02 Authority of Arbitration Board**

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

**9.03 Time Limit for Decision of Arbitration Board**

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

**9.04 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board.

**9.05 Arbitration Board Hearings**

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

**9.06 Expenses of Arbitration Board**

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

**9.07 Reinstatement of Employees**

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

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

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**ARTICLE 10 – RESTRICTION OF EMPLOYEE STATUS****10.01 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined as Regular full-time, Regular part-time or Casual as specified in Article 3. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

**ARTICLE 11 - INCREMENTS**

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

**11.02** Regular part-time and casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

**ARTICLE 12 - PROBATIONARY PERIOD**

**12.01** For the first 480 hours or six (6) calendar months of continuous service with the Employer, which ever comes first, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 160 hours or one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

**ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES****13.01 Evaluation Reports**

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

**13.02 Personnel File**

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

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

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

**ARTICLE 14 - SENIORITY****14.01 Promotion, Transfer, Demotion, Release**

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

**14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of four hundred and eighty (480) hours.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned four hundred and eighty (480) hour period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

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

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**14.03 Temporary Promotion or Transfer**

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

**14.04 Promotions**

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

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

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

**14.05 Transfers**

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

A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his 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 her/his prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his 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 her/his prior job.

**14.06 Demotions**

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

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**14.07 Re-employment After Retirement**

Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

**14.08 Re-employment After Voluntary Termination or Dismissal for Cause**

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

**14.09 Seniority Accumulation**

Regular full-time employees accumulate seniority by calendar length of service and are entitled to all benefits outlined in this Collective Agreement.

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".

Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

**14.10 Seniority Dates**

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

**14.11 Loss of Seniority**

Seniority status, once acquired will be lost only for the following reasons:

- (a) Voluntary resignation, or
- (b) Retirement, or
- (c) Discharged for just cause, or
- (d) Is absent from work by reason of layoff for more than twelve (12) months, or
- (e) If a laid off employee fails to report for work of an ongoing nature within seven (7) days of the date of notification by registered mail.

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**ARTICLE 15 - JOB POSTINGS AND APPLICATIONS****15.01 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the current shift rotation (subject to change), the department and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) In the posting of a vacancy or new job, the hours of work, current shift rotation and department may be subject to change provided that:
  - (i) The change is consistent with operational requirement 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, shift rotation and department; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 22, 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 (b) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.



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

## **ARTICLE 16 - JOB DESCRIPTIONS**

- 16.01** The Employer shall draw up job descriptions for all existing and newly created classifications in the Bargaining Unit. These shall be presented to the Local Chairperson, in duplicate.
- 16.02** In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes a new classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.
- 16.03** The Union will have twenty-one (21) calendar days to object to the remuneration of the new or changed classification in relation to the wage rate of existing classifications in the bargaining unit.
- 16.04** The parties will meet at Step Three of grievance procedure to review the job remuneration. If an agreement cannot be reached in Article 8 the issue of remuneration may be submitted to Arbitration. The Board or the sole arbitrator, as the case may be, shall decide on the issues regarding the remuneration, based on the relationship of the new classification to existing classifications in the bargaining unit.
- 16.05** Any decision to adjust the wage rate, either by the parties or by the Board, shall be retroactive the date the complaint was filed.

## **ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS**

### **17.01 New Positions**

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection to the classification and wage rate by the Union is given to the Employer within twenty-one (21) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects to the classification and wage rate, it shall provide reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further twenty-one (21) calendar days the issue will be put to Step Three of the Grievance Procedure in accordance with the provisions of Article 8.04.

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

**17.02 Changed Positions**

In the event the Employer significantly changes an existing position, the Employer shall give written notice to the Union 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 twenty-one (21) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects to the classification and wage rate, it shall supply specific reasons for the objections in writing. If no agreement can be reached between the Employer and the Union within a further twenty-one (21) days, the issue will be put to Step Three of the Grievance Procedure in accordance with the provisions of Article 8.04.

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.

If any employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance as per Article 8.

**ARTICLE 18 - REDUCTION IN WORK FORCE**

**18.01** In the event of a reduction in the work force, regular employees shall be displaced or 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, taking into consideration the provisions of Article 14.

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

- (a) Less than two (2) years' seniority -- twenty-one (21) calendar days;
- (b) Two (2) or more years' seniority but less than four (4) years' seniority -- one (1) month;
- (c) Four (4) or more years' seniority -- five (5) weeks;

**18.03 Bumping**

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

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

- 18.04** Notice of displacement/lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.
- 18.05** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. 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 re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 18.03 of this Agreement.
- 18.06** Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

## **ARTICLE 19 - TERMINATION OF EMPLOYMENT**

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

The Employer shall give regular full-time and regular part-time employees twenty-one (21) 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.

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

Employees shall make every effort to give twenty-one (21) calendar days' notice when terminating their employment.

Employees leaving with less than twenty-one (21) calendar days' notice shall be paid their earned vacations less two percent (2%); for example:

Employees entitled to eight percent (8%) shall be paid six percent (6%);

Employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than twenty-one (21) 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.

### **19.03 Employment Abandoned**

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

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**ARTICLE 20 - SCHEDULING PROVISIONS**

- 20.01**
- (a)
    - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
    - (ii) The Employer will not alter the posted schedule without the mutual agreement of the Employee(s) affected.
  - (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
  - (c) Shift schedules shall be arranged so that an employee:
    - (i) Is not scheduled to work more than six (6) consecutive days;
    - (ii) Employees shall not receive any time less than two (2) consecutive days off duty excluding statutory holidays.
  - (d) Employees will be allowed to exchange shifts with other employees for personal convenience under the following conditions:
    - (i) The employee exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
    - (ii) The employee being replaced must be replaced by another employee appropriately qualified, as determined by the Community Manager or his/her designate; and
    - (iii) The exchange must receive prior approval which will not be unreasonably withheld, from the Community Manager or his/her designate; and
    - (iv) There is no increased cost to the Employer.
  - (e) Employee requests for specific days off must be submitted to the Community Manager or his/her designate one (1) week in advance of posting whenever possible.
  - (f) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

**ARTICLE 21 - HOURS OF WORK****21.01 Continuous Operation**

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

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**21.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one-half (37-1/2) hours per week or an equivalent mutually agreed to by the Employer and the Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fourteen (114) days per year (that is, an average of two (2) days per week plus a minimum of nine (9) statutory holidays.
- (d) 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.

**21.03 Rest and Meal Periods****(a) Rest Periods**

Employees working a full shift shall receive two (2) paid fifteen (15) minute breaks, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period. Employees electing to utilize their break time for smoking in the designated outside area or any such area, be it interior or exterior, shall not receive more than the allotted fifteen (15) minutes for each break.

**(b) Meal Periods**

All employees covered by the Collective Agreement and working in excess of five (5) hours, shall receive a one-half (1/2) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

**21.04 Split Shifts**

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

**21.05 Part-Time Employees**

The Employer shall eliminate, as far as possible taking into consideration operational requirements, all part-time employees.

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**ARTICLE 22 - OVERTIME**

- 22.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 21.02, or who are requested to work on their scheduled off-duty days, shall be paid:
- (1) The rate of time and one-half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled work day and double time thereafter;
  - (2) The rate of time and one-half of their basic hourly rate of pay for all hours worked on a scheduled day off.
- 22.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.
- 22.03** If an employee works overtime on a statutory holiday they shall be paid time and one-half for the first four (4) hours of overtime and double time thereafter.
- 22.04** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 22.05 below.
- 22.05** At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- 22.06** The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the weekly hours of work as provided at Article 21.02, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.
- 22.07** An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a one-half (1/2) hour with pay in order that he/she may take a meal break either at or adjacent to his/her place of work.
- (i) This clause shall not apply to part-time employees until the requirements of Article 22.09 have been met.
  - (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

**22.08** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

**22.09** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

**22.10** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

**22.11** An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

#### **ARTICLE 23 - SHIFT DIFFERENTIAL**

Effective March 1, 2011, employees working the night shift shall be paid a shift differential of .25 cents per hour.

Night shift shall be defined as any shift in which the major portion falls between 11 pm and 7 am.

#### **ARTICLE 24 - CALL-BACK**

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

These employees shall receive a transportation allowance of thirty-five cents (.35) per mile from the employee's home to the Employer's place of business and return.

#### **ARTICLE 25 - CALL-IN - STATUTORY REQUIREMENT**

**25.01** Any employee, except those covered by Article 24.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

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**ARTICLE 26 - ON-CALL DIFFERENTIAL**

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

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

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

**ARTICLE 27 - TEMPORARY ASSIGNMENT**

**27.01** In the event of an employee is temporarily assigned to a job classification not covered by the Health Professions Act and to which they have the ability to perform the duties, they shall receive:

- (a) Non-supervisory positions: the next higher increment rate of the new position after not less than one (1) work day, retroactive to the start of the relief period;
- (b) Supervisory positions outside the contract: five per cent (5%) more than the highest rate of her/his classification after not less than one (1) work day, retroactive to the start of the relief period.

**27.02** In cases where an employee is temporarily assigned to a job classification with a lower rate of pay, no reduction in wages shall occur.

**27.03** An LPN designated in charge of the Rocky Mountain Village for three (3) hours or more shall be paid In-Charge Pay of \$1.00 per hour.

**ARTICLE 28 - TRANSPORTATION ALLOWANCE**

**28.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-five cents (.35) per mile. Minimum allowance shall be two dollars (\$2.00).

**28.02** Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

**ARTICLE 29 - STATUTORY HOLIDAYS****29.01 Statutory Holidays**

Employees will be entitled to nine (9) 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	B.C. Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Christmas Day	

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred thirteen (113) days per year (two (2) days per week plus a minimum of nine (9) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred thirteen (113) days off, he/she shall be paid extra at double time rates for each day by which his/her total number of days off falls short of one hundred thirteen (113), except that he/she shall not again be paid for any day for which he/she was paid at the rate of double time under Article 22 or Article 29.04.

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

- 29.02** When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the facility scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 29.01, paragraph 3 shall not apply to scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.
- 29.03** Employees required to work on scheduled days off will receive pay at the rate of double time for the time worked, but will not have the day off rescheduled.
- 29.04** If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred thirteen (113) days off that his/her period of service in the year bears to a full year.
- 29.05** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

- 29.06** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- 29.07** If a facility statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.
- 29.08** Employees working on Boxing Day will be paid time and one-half (1-1/2) for all hours worked.

## **ARTICLE 30 - VACATIONS**

### **30.01 Vacation Entitlement**

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

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

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

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

- |  |              |
|--|--------------|
| • One (1) to three (3) years of service      | 10 paid days |
| • Four (4) to five (5) years of service      | 15 paid days |
| • Six (6) to nine (9) years of service       | 17 paid days |
| • Ten (10) to fourteen (14) years of service | 20 paid days |
| • Fifteen (15) years plus                    | 30 paid days |

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

### **30.02 Vacation Period**

Vacation time earned up to July 1st as indicated in Articles 30.01 and 30.02 shall be granted as follows:

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

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

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department and will not exceed the accrued vacation days earned for that period.

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**30.03 Splitting of Vacation Periods**

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

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

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

**30.04 Vacation Pay**

The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one (1) payment by the last payday before the beginning of the employee's annual vacation providing the request is submitted prior to the payroll cut off date.

**30.05 Vacations Non-Accumulative**

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

**30.06 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 30.01 and 30.02.

**30.07 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

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

**ARTICLE 31 - COMPASSIONATE LEAVE**

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

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

An additional two (2) days unpaid leave may be taken with Compassionate Leave.

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

### **ARTICLE 32 - SICK LEAVE, W.C.B., RETURN TO WORK**

- 32.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further E.I.C. premium reductions for eligible sick leave plans are attainable under the Employment *Insurance Act*.
- 32.02** Sick leave credits with pay shall be granted on the basis of point five (.50) of a work day per month, cumulative up to twenty five (25) work days.
- 32.03** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.
- 32.04** 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.
- 32.05** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.
- 32.06** Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

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

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

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

**32.08** The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**32.09** All sick leave credits are cancelled when an employee terminates his/her employment.

**32.10** **W.C.B.**

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

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

Article 38 – Health Care Plans shall continue for ninety (90) calendar days for those employees who are entitled to receive WCB wage loss benefits including those WCB benefits other than wage loss benefits pursuant to Sections 29 and 30 (temporary benefits and/or partial temporary benefits) of the Workers Compensation Act, so long as the employee is otherwise entitled to benefits under those Sections of the Workers Compensation Act.

**32.11** **Return to Work Programs**

- (a) The Parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that Return to Work programs are part of a continuum of injury prevention and rehabilitation
- (b) The Employer and the Union are committed to a safe Return to Work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved WCB rehabilitation plan. The approved WCB rehabilitation plan shall be agreed upon by the employee and their Union designate.

- (d) An employee involved in a return to work program will be employed in a position that is additional to the employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees.
- (e) The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The employer shall not have contact with the employee's physician, without the employee's consent.

### **ARTICLE 33 - EDUCATIONAL LEAVE**

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

**33.02** The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend mandatory in-service seminars shall receive regular wages for the length of the in-service as determined by the Employer.

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

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

### **ARTICLE 34 - JURY DUTY**

**34.01** 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 must present proof of service and amount of pay received.

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

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**ARTICLE 35 - LEAVE - UNPAID****35.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the facility manager 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.

**35.02 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.

**35.03 Unpaid Leave - Affecting Seniority and Benefits**

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

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

**35.04 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the facilities community. 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 facilities community. Such requests shall be made in writing sufficiently in advance to minimize disruption of the facilities community. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, 45.01.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
  - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
  - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **35.05 Unpaid Leave - Public Office**

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

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

## **ARTICLE 36 - MATERNITY LEAVE**

### **36.01 Maternity Leave**

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Unemployment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Unemployment Insurance Act* or any wage loss replacement plan.

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

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of the leave of absence.



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

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

Upon return to work, the employee shall continue in her former position without loss of perquisites.

An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.

### **36.02 Parental Leave**

Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 36.01). 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.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 36.01) 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.

Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

Leave taken under this clause shall commence:

- (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 36.01 or following the adoption;
- (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

### **36.03 Maternity and Parental Leave Seniority**

Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall give the employee the option of staying on the benefit program, provided they pay both the Employer and employee premiums

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**ARTICLE 37 - ADOPTION LEAVE**

- 37.01** 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. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

**ARTICLE 38 - HEALTH CARE PLANS****38.01 Medical Plan**

Eligible employees shall be enrolled for coverage following the completion of three (3) months or 480 hours, whichever comes first.

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium for full-time employees and fifty (50%) percent of the premium for part-time employees and fifty (50%) percent of the premium for dependants.

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

Eligible members shall be enrolled for coverage following the completion of three (3) months.

**38.02 Dental Plan**

- (a) Employees shall be provided with a dental plan using the guidelines as set out and provided in the Manulife Financial Benefit Booklet, group policy number G0066109.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one hundred percent (100%) of the premiums for full-time employees and fifty percent (50%) of the premium for part-time employees and fifty percent (50%) of the premium for dependants.

**38.03 Extended Health Care Plan**

- (a) Employees shall be provided with an Extended Health Care Plan using the guidelines as set out and provided in the Manulife Financial Benefit Booklet, group policy number G0066109.
- (b) The Employer shall pay one hundred percent (100%) of the premiums for full-time employees and fifty percent (50%) of the premium for regular part-time employees and fifty percent (50%) of the premium for dependants.

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**ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN**

- 39.01** Employees shall be provided with a long-term disability insurance plan using the guidelines as set out and provided in the Manulife Financial Benefit Booklet, group policy number G0066109.
- 39.02** The Employer shall pay one hundred percent (100%) of the premiums for full-time employees and fifty percent (50%) of the premiums for regular part-time employees.

**ARTICLE 40 - GROUP LIFE INSURANCE**

- 40.01** Employees shall be provided with a group life insurance plan using the guidelines as set out and provided in the Manulife Benefit Booklet, group policy number G0066109.
- 40.02** The Employer shall pay one hundred percent (100%) of the premiums for full-time employees and fifty percent (50%) of the premiums for regular part-time employees.

**ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE**

- 41.01** All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.
- Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

**ARTICLE 42 - UNIFORMS**

- 42.01** The Employer shall supply shirts, hair covering and aprons for employees who are required to wear same. The Employer shall replace shirts, hair covering and aprons as required due to wear and tear.

**ARTICLE 43 - REGISTERED NURSES (RN's)****43.01 Definition of Registered Nurse**

Graduate of a recognized nursing program/current practicing registration with the College of Registered Nurses of British Columbia or has qualifications for registration in B.C.

**43.02 Registration**

- (a) To practice as a nurse, an employee must be authorized to do so under the provisions of the Health Professions Act. Such authorization must be in effect on or by March 1 of each calendar year.
- (b) At the Employer's request, a Nurse is required to confirm her/his authorization to practice by presentation of her/his registration card, license, permit or other proof acceptable to the Employer.

### 43.03 Previous Experience

Where a new employee is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, 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.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

### 43.04 Professional Responsibility Clause

In the interest of safe client/resident care and safe nursing practice, the parties agree to the following problem solving process to address Registered Nurse practice concerns relative to client/resident care including:

- (i) Nursing practice conditions
  - (ii) Safety of clients/residents and nurses
  - (iii) Workload.
- (a) The employee with a concern will discuss the matter with her/his immediate supervisor with the objective of resolving the concern. At her/his request the employee may be accompanied by a steward.
  - (b) If the matter is not resolved to her/his satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her/his immediate supervisor. The employee retains the original and forwards copies to her/his immediate supervisor, the Chair of the Professional Responsibility Committee and the Chief operating Officer.
  - (c) A Professional Responsibility Committee shall be established with the Employer.

#### Composition of the Committee

- I. Standing Members:
  - (i) One member appointed by the employees
  - (ii) One member appointed by the Employer
- II. Ad Hoc Members:
  - (i) The nurse with the concern
  - (ii) A Union steward
  - (iii) The excluded supervisor
  - (iv) The Chief Operating Officer

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- (d) The standing members shall alternate the chair on a six month rotational basis.
  - (e) Meetings of the committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.
  - (f) Members of the committee shall have access to all Nursing Department policy and procedure manuals, as may be necessary to assist in satisfactory resolutions of the employee's concerns.
  - (g) If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Chief Operating Officer or designate from nursing and the Union. The Chief Operating Officer or designate from nursing shall meet with the employee to discuss resolution of the concern. At her/his request, the employee may be accompanied by a steward.

The Chief Operating Officer or designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.
  - (h) If the concern is not resolved to the employee's satisfaction, she/he may make a written submission to the Owner of the Facility. It is agreed that all parties shall receive copies of any submission or documentation that may be provided to the Owner of the Facility.
  - (i) The Owner of the Facility shall review the submission and shall respond in writing to the employee within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the Professional Responsibility Committee members.
  - (j) If the employee is not satisfied with the written response from the Owner of the Facility, the employee with a steward or a Union representative, if she/he so chooses, may make a verbal presentation to the Owner. A further written submission may be presented in support of the verbal presentation.
  - (k) The Owner of the Facility shall respond in writing to the employee within fourteen (14) calendar days following the meeting. Copies of the response shall be forwarded to the Union, the Chief Operating Officer and the Professional Responsibility Committee members.
  - (l) If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel care on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff.

**43.05 Responsibility Pay**

An RN designated In-Charge of Rocky Mountain Village for three (3) hours or more shall be paid an allowance of \$1.00 per hour.

**ARTICLE 44 – MORE FAVORABLE RATE**

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

**ARTICLE 45 - PAY DAYS**

**45.01** Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- (c) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last pay day before the beginning of the employee's annual vacation, providing the request is submitted prior to the payroll cutoff date.

**ARTICLE 46 - BADGES AND INSIGNIA**

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

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

**ARTICLE 47 - BULLETIN BOARDS**

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

**ARTICLE 48 - NOTICE OF UNION REPRESENTATIVE VISITS**

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

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**ARTICLE 49 - UNION ADVISED OF CHANGES**

**49.01** The Union shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

**ARTICLE 50 - EMPLOYER PROPERTY**

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

**50.02** Where an employee is charged with an offense 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.

**ARTICLE 51 - VACCINATION AND INOCULATION**

**51.01** Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. Should an employee choose to access alternative health care services to those being offered by the Employer under this Article, it shall be on the employees own time and expense.

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

**ARTICLE 52 - OCCUPATIONAL HEALTH AND SAFETY****52.01 Occupational Health and Safety Committee**

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

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident

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investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints (including 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. 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 problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

## **52.02 Aggressive Patients/Residents**

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident will be provided by the Employer. It is understood that this provision is at no cost to the Employer.

## **ARTICLE 53 - VOLUNTEERS**

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

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



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

#### **ARTICLE 54 – CONTRACTING OUT**

Where the employer intends to expand contracting out beyond the status quo, the following shall apply:

- (a) The employer shall provide the Union with four (4) months written notice of their intention to contract out work that would result in the layoff of staff. The notice shall include specifics with respect to the classifications affected and the employees to be initially displaced.
- (b) It is understood that work may be contracted out in emergency situations, where specialized equipment or skills are required (not included in bargaining unit postings), or where the employer does not have available employees to perform such work or are not qualified to perform the work.
- (c) The parties agree to meet as soon as possible after notice is served pursuant to (a) to discuss pertinent information regarding the work to be contracted in order to see if adjustments can be made between the parties to retain such work in the bargaining unit.

Any employees who are laid off as a direct or indirect result of contracting out shall be paid two (2) weeks per year of service to a maximum of sixteen (16) weeks. Employees working less than full-time shall be paid such severance on a proportionate basis.

#### **ARTICLE 55 - RRSP CONTRIBUTIONS**

Effective April 1, 2009, employees shall be entitled to contribute up to 3% of gross earnings via payroll deductions towards an RRSP. The employer shall match 1% of an employee's gross earnings towards the RRSP. RRSP contributions shall be optional by the employee. Upon request by an employee, the Employer shall contribute any overtime monies earned by an employee directly into that employee's RRSP.

#### **ARTICLE 56 - PRINTING OF THE AGREEMENT**

**56.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. The cost of printing the Collective Agreement shall be equally shared between the Employer and the Union.

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.

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**ARTICLE 57 - VARIATIONS**

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

**ARTICLE 58 - SAVINGS CLAUSE**

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

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

**ARTICLE 59 - EFFECTIVE AND TERMINATING DATES****59.01 Effective and Terminating Dates**

The Agreement shall be effective from April 1, 2008 and shall remain in force and be binding upon the parties until March 31, 2011, and from year to year thereafter unless terminated by either party on written notice served during the month December 2010.

**59.02 Effective Date of Wages and Benefits**

All new wages and benefits shall be effective from the April 1, 2008 unless otherwise specified in this Collective Agreement. Non-compensation changes shall be effective from the date of ratification of this Agreement unless otherwise specified in this Collective Agreement.

**59.03** It is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia is excluded from this Agreement.

**ARTICLE 60 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

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

**60.02** 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.

**60.03 Wage Schedule**

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2008 to March 31, 2011.

**60.04 General Wage Increases**

1. Effective April 1, 2009, all wage rates shall be increased by 2.1%.
2. Effective April 1, 2010, all wage rates shall be increased by 2.1%.

## Wage Schedule

Job Category	Apr 1/08	Apr 1/09	Apr 1/10
<u>ALW/RCA/Rec Aide</u>			
Step 4	18.95	19.35	19.75
Step 3	18.12	18.50	18.89
Step 2	16.83	17.18	17.54
Start	16.40	16.74	17.09
<u>Dietary Aide/Hskping Aide</u>			
Step 4	14.95	15.26	15.58
Step 3	13.95	14.24	14.54
Step 2	12.95	13.22	13.50
Start	11.59	11.83	12.08
<u>Housekeeping Supervisor</u>			
Step 3	17.12	17.48	17.85
Step 2	16.05	16.39	16.73
Start	14.70	15.01	15.33
<u>Cook</u>			
Step 4	16.05	16.39	16.73
Step 3	15.00	15.32	15.34
Step 2	14.00	14.29	14.59
Start	13.69	13.98	14.27
<u>RN</u>			
Step 4	33.61	34.32	35.04
Step 3	31.69	32.36	33.04
Step 2	29.29	29.91	30.54
Start	26.29	29.91	30.54
<u>LPN</u>			
Step 4	23.51	24.00	24.50
Step 3	22.43	22.90	23.38
Step 2	21.41	21.86	22.32
Start	20.35	20.78	21.22
<u>Rec. Program Coordinator</u>			
Step 4	20.37	20.80	21.24
Step 3	19.35	19.76	20.17
Step 2	18.32	18.70	19.09
Start	17.30	17.66	18.03

Job Category	Apr 1/08	Apr 1/09	Apr 1/10
<u>Physical Therapist</u>			
Step 3	32.24	32.92	33.61
Step 2	31.18	31.83	32.50
Start	30.14	30.77	31.42
<u>Dietitian</u>			
Step 3	31.62	32.28	32.96
Step 2	30.59	31.23	31.89
Start	29.56	30.18	30.81
<u>Administrative Assistant</u>			
Step 4	20.38	20.81	21.25
Step 3	19.35	19.76	20.17
Step 2	18.32	18.70	19.09
Start	17.30	17.66	18.03
<u>Resident Advisor</u>			
Step 4	15.25	15.57	15.90
Step 3	14.23	14.53	14.84
Step 2	13.20	13.48	13.68
Start	12.18	12.44	12.70
<u>Maintenance</u>			
Step 4	22.22	22.69	23.17
Step 3	21.20	21.65	22.10
Step 2	20.17	20.59	21.02
Start	19.20	19.60	20.01
<u>Maintenance Assistant</u>			
Step 3	16.76	17.11	17.47
Step 2	15.47	15.79	16.12
Start	14.18	14.48	14.78

Employees shall be placed on the Wage Schedule as follows:

- (2) If an employee's current rate of pay does not match any rate on the April 1, 2008 grid, the employee moves, effective April 1, 2008, to the next highest increment.
- (3) Current full-time employees shall have as their new anniversary date for the purposes of increment progression, April 1.

\*\* Effective Jan 1, 2011, the Start Rate for the Dietary Aides, Housekeeping Aides and Cooks shall be eliminated. Any employee at those rates of pay at Jan 1, 2011, shall immediately move to the next highest increment.

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**ADDENDUM - PART-TIME EMPLOYEES**

A regular part-time employee as defined in Article 3 - Definitions, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

(a) **Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Articles 30.01 and 30.02; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 30.01 and 30.02.

(b) **Statutory Holidays**

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

(c) **Sick Leave**

Seven point five (7.5) hour days eighteen (18) hours per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 32.

(d) **Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of four hundred and eighty (480) hours.

(e) **Increment Progression**

Based on accumulated hours of service with the Employer.

(f) **Seniority**

Applicable on a proportionate basis.

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**ADDENDUM - CASUAL EMPLOYEES**

1. 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 position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) Vacation relief;
  - (2) Sick leave relief;
  - (3) Education relief;
  - (4) Maternity leave relief;
  - (5) Compassionate leave relief;
  - (6) Union business relief;
  - (7) Educational leave relief;
  - (8) Such other leave relief as is provided by the Collective Agreement; or
  - (9) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month where there is no regular incumbent provided that such work cannot reasonably be done by:
    - (a) Assigning regular part-time employees to do that work; or
    - (b) Filling the position pursuant to the provisions of Article 15.01(c). For this purpose, the restriction in those provisions on the payment of overtime pay shall not apply.
2. Casual employees shall be called in to work in the order of their seniority wherever possible, 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 when such employee meets the requirements of the class.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month that position shall be posted and filled pursuant to the provisions of Articles 14, 15.01 and 19 of the Collective Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no

present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

- (b) Where a 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 benefit 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 thirty-one (31) days 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:

Article 38.01 - Medical Plan  
Article 38.02 - Dental Plan  
Article 38.03 - Extended Health Care Plan

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.

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

- (1) Article 12 - Probationary Period;
- (2) Sections 14.02, 14.03, 14.04, 14.05, and 14.08 of Article 14 - Seniority;
- (3) Section 15.01(c) of Article 15 - Job Postings and Applications;
- (4) Article 18 - Reduction in the Work Force;
- (5) Article 19.01 - Employer's Notice of Termination;
- (6) Article 20 - Scheduling Provisions;
- (7) Sections 22.09 and 22.10 of Article 22 - Overtime;
- (8) Article 30 - Vacations;
- (9) Article 31 - Compassionate Leave;
- (10) Article 32 - Sick Leave, W.C.B.;
- (11) Article 33 - Educational Leave;
- (12) Article 34 - Jury Duty;



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- (13) Article 35 - Leave - Unpaid;
  - (14) Article 36 - Maternity Leave and Parental Leave;
  - (15) Article 37 - Adoption Leave;
  - (16) Article 38 - Health Care Plans;
  - (17) Article 39 - Long-Term Disability Insurance Plan;
  - (18) Article 40 – Group Life Insurance Plan;
  - (19) Article 55 – RRSP Contributions;
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
  7. The manner in which casual employees shall be called to work shall be as follows:
    - (1) The Employer shall maintain a casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority. The classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
    - (2) 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 wherever possible, in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
    - (3) 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 of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of 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.
    - (4) If the casual employee who is being called fails to answer or declines the invitation 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.
  8. Casual employees shall not be dismissed except for just and proper cause.

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9. 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 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.
  10.
    - (1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
    - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
    - (3) Within two weeks of each adjustment date the Employer shall send to the Union a revised copy of the casual seniority list.
  11.
    - (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty (480) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
    - (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12 of the Collective Agreement.
    - (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.
  12. For purposes of relating the seniority of a casual employee to that of regular full-time employees, the seniority date or initial date of hiring of such employee shall be calculated by:
    - (1) Dividing his/her number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked; and then
    - (2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of 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.

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13. Casual employees shall receive six percent (6%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
  14. (1) Upon completion of one hundred and eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans provided they pay the full cost of the plan premiums:
    - (a) Medical services plan;
    - (b) Dental plan;
    - (c) Extended health plan;

An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.
  - (2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.
  15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours.
  16. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.

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

17. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
18. All casual employees shall be required to submit a calendar of availability for the forthcoming month. This calendar is to be submitted no later than fifteen (15) days prior to the commencement of the month. Casual employees failing to provide the required availability form may not be called in for casual work.

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**IN WITNESS WHEREOF** Golden Life Management Corp has hereunto executed this Agreement by its officers duly authorized in that behalf and in the Hospital Employees' Union has hereunto executed this Agreement by its officers duly authorized in that behalf.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**HOSPITAL EMPLOYEES' UNION**  
**AND**  
**GOLDEN LIFE MANAGEMENT**

**Re: New Hires in all Job Classifications**

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The parties agree that any new hires in all job classifications, **except those covered by Article 43.03**, with 5 years or more experience shall start at Step 2 on the Wage Schedule.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**MEMORANDUM OF AGREEMENT  
BETWEEN  
HOSPITAL EMPLOYEES' UNION  
AND  
GOLDEN LIFE MANAGEMENT**

**Re: Site Specific Issues at Joseph Creek, Rocky Mountain, Garden View, Crest View, Castle View and Rose Wood Villages**

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The Employer and Union agree to continue the current practice of operating the following site specific language issues:

- (1) Site specific shop stewards and Union Committees for the purposes of Articles 2.05, 7.02 and 52.01.
- (2) Site specific job postings for the filling of vacant or new positions pursuant to Article 15. Should vacant or new positions be unfilled in this manner then such positions shall be offered to other HEU employees of Golden Life Management in accordance with Article 15. HEU employees filling permanent vacancies or new positions in this manner will transfer to the new site with all seniority and perquisites accumulated at the time of the transfer, and all seniority and perquisites accumulated at their home site will be extinguished. Casuals working more than one site will have to designate a home site when transferring to a new or vacant position.
- (3) Site specific Bumping pursuant to Article 18.03. Employees shall not have the right to bump or exercise seniority rights at any site other than their home site in the event of a reduction in the work force at their home site.
- (4) Site specific Shift Exchange pursuant to Article 20.01 d). Employees shall not be allowed to exchange shifts with employees at any site other than their home site.
- (5) The Addendum – Casual Employees shall operate as a site specific casual registry for calling out employees to perform casual work as specific in the Addendum.

**SIGNED ON BEHALF OF THE EMPLOYER**

**SIGNED ON BEHALF OF THE UNION**

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**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009**



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**GOLDEN LIFE MANAGEMENT CORP**  
**AND**  
**HOSPITAL EMPLOYEES UNION**

**Re: Article 8:04: Grievance Procedure**

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If the grievance is not settled at Step Three then:

Prior to the referral of any grievance to an industry troubleshooter under Article 8:07, expedited arbitration under 8.08, or arbitration under Article 9, the Director of the Hospital Employees Union shall meet with the owner of Golden Life Management Corp. for the sole purpose of settling any difference, grievance or dispute whatsoever arising between the Employer and the Union that has not been settled at Step Three of the grievance procedure.

Such meeting will take place within fourteen (14) calendar days or other mutually agreed to time.

If the dispute is not resolved, either party may refer the grievance to the Industry Troubleshooter under Article 8:07, Expedited Arbitration under Article 8:08, or Arbitration under Article 9.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**


Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**GOLDEN LIFE MANAGEMENT CORP.**  
**AND**  
**HOSPITAL EMPLOYEES' UNION**

**March 26/09**

**Re: New Classification Called Support Service Worker**

The Parties agree upon a newly created classification, called Support Service Worker.  
The following wage schedule will apply to this classification:

April 1/09	April 1/10
Start 13.22	13.50
Step 1 14.22	14.51
Step 2 15.22	15.54
Step 3 16.22	16.56

Employee



HEU Representative

