

COLLECTIVE AGREEMENT
between
Unicare Sunnyside Investments, Inc.
(Sunnyside Manor)
and
International Union of Operating
Engineers, Local 882-H

Term of Agreement: October 19, 2008 to October 18, 2012

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AGREEMENT executed the **8th day of June 2009**

BETWEEN: UNICARE SUNNYSIDE INVESTMENTS INC. (Sunnyside Manor)
(hereinafter called the "Employer")

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882
(hereinafter called the "Union")

WHEREAS the British Columbia Labour Relations Board has certified the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

DEFINITIONS

Common-Law Spouse Common law spouse is defined as two (2) people who have co-habited as spousal partners for a minimum and continuous period of one year or more and the couple have publicly represented themselves as spouses. For these purposes, the employee shall have only one spouse at a time.

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

Compassionate Leave; Medical Plan; Dental Plan; and Extended Health Care Plan.

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees concerned and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Employer recognizes the Union as the sole Collective Bargaining Agent on behalf of the employees for whom the Union has been certified as bargaining agent. The parties agree that the director of care, the manager and the administrator of the Employer are excluded from the bargaining unit and are not covered by this Agreement.
- 2.02** The Union is hereby established as the sole collective bargaining agency for the said employees, and the Employer undertakes that he will not enter into any other agreement or contract with the employees either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03** All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly-hired employees, shall become members of the Union within seven (7) days of commencement of employment and maintain their membership in the Union for the duration of the Agreement.

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or check-off of Union dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing.

ARTICLE 3 - DEFINITION OF EMPLOYEE STATUS

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the following three (3) definitions. If a dispute arises over the proper allocation of employee status such dispute shall be resolved through Article 9 - Grievance Procedure.

3.01 Regular Full-Time Employees

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

3.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full time on a regularly scheduled basis. These employees accumulate seniority in accordance with Article 12.01.

Health and Welfare benefits and sick leave for employees hired prior to April 20, 2005 will continue to be provided. Part-time employees who commence employment April 20, 2005 or later are entitled to Health and Welfare benefits and sick leave if their regular hours are at twenty (20) hours or more.

Prior to calling in casual employees, regular part-time employees will be given the first opportunity to work additional hours or additional shifts if the notice period for such work exceeds four (4) days in advance of the work commencing and the work is in the same classification, provided the employee possesses the ability to perform the job and provided the additional work does not involve the payment of overtime or other premium payment under this Agreement.

Where work is allocated to regular part-time employees under this provision, the Employer will utilize seniority.

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, or to perform work which is of a temporary nature. The initial date of employment shall be the anniversary date of the casual employee for the purposes of determining seniority. Casuals are entitled to such benefits as are contained in the Addendum-Casual Employees.

3.04 Volunteers

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

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

ARTICLE 4 - UNION SECURITY

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

The Union will provide a minimum of two (2) months' notice to the Employer of any change in Union dues assessments, fees, or other amounts for which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

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

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

The Employer agrees to sign into the Union all new employees whose jobs are in the Bargaining Unit and, as a condition of employment, must maintain their membership in the Union for the duration of the Agreement.

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

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

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

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

New employees shall receive wages while attending such meetings, but regular wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

4.02 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an Employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of her membership or activity in the Union.

4.03 Harassment Defined

- (a) The Union and the Employer recognize the right of Employees to work in an environment free from sexual and personal harassment. Harassment is a form of discrimination and includes personal harassment, which is any improper behavior by any person which is offensive to any Employee and which that person knows or ought reasonably to know is inappropriate and unwelcome. Harassment is also comprised of objectionable conduct, comment or display occurring either once or continuously that demeans, belittles or causes personal humiliation or embarrassment to an Employee. The Employer and the Union will work together to ensure all members of the Employer's organization, as well as all Employees, understand their personal responsibility to promote a harassment free and safe work environment.

- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- touching, patting or other physical contact;
 - leering; staring or the making of sexual gestures;
 - demands for sexual favours;
 - verbal abuse or threats;
 - unwanted sexual invitations;
 - physical assault of a sexual nature;
 - distribution or display of sexual or offensive pictures or material;
 - unwanted questions or comments of a sexual nature;
 - practical jokes of a sexual nature.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal.
- (d) Both males and females can be considered to be sexually harassed by members of either sex.
- (e) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- physical threats or intimidation;
 - words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - distribution or display of offensive pictures or materials.
- (f) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (g) Personal harassment does not include actions occasioned through the exercising in good faith, of the Employer's supervisory rights and responsibilities.

4.04 Harassment Complaint Procedures

If possible, the complainant will discuss the problem with the person(s) concerned. If the problem is not resolved, or if the individual cannot discuss the problem with the alleged harasser(s), then the following procedure shall apply:

- (a) An Employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence directly to the Executive Director/Designate. Upon receipt of the written complaint, the Employer shall advise the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.
- (c) The Employer designate and a Union representative shall jointly investigate the complaint and shall submit their reports to the Executive Director/Designate in writing within fifteen (15) days of receipt of the complaint. The Executive Director/Designate shall within (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (d) Pending determination of the complaint, the Executive Director/Designate may take interim measures to separate the Employees concerned, if deemed necessary.
- (e) In cases where harassment may result in the transfer of an Employee every effort will be made to relocate the harasser, except that the harassee may be transferred with her written consent. The Union will be consulted throughout the process.
- (f) Where either complainant or the respondent, in conjunction with the Union is not satisfied with the Executive Director's response, the Union will direct the complaints, within thirty (30) days, to the Human Rights Tribunal.
- (g) Disciplinary action taken against a harasser pursuant to this clause shall not form the basis of a grievance.
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.

- (i) This clause does not preclude an Employee from filing a complaint under Section 8 of the B.C. Human Rights Act. However, an Employee shall not be entitled to duplication of process. An Employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (j) Complaints under this Article shall be treated in strict confidence by all parties involved.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life time of this Agreement, there will be no strikes, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that during the life time of this Agreement, there will be no lock-out.

5.02 Legal Picket Lines

Refusal to cross a legally established picket line as determined by the Labour Relations Board of BC 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. Any employees assigned to cover essential services shall be required to cross a legal picket line.

ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.01 General Rights

The management of the facility is vested exclusively in the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer.

6.02 Direction of Employees

The direction of the employees, including the hiring, dismissal, promotion, demotion and transfer of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in the Collective Agreement.

6.03 Employer Rules

Employees shall be governed by rules adopted by the Employer and publicized on notice boards with a copy to the Shop Steward in the Bargaining Unit, or by general distribution, provided that such rules are not in conflict with the Agreement.

ARTICLE 7 - SHOP STEWARD

7.01 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 of two (2) Shop Stewards.
- (2) 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.
- (3) The Shop Steward may present or assist in the presentation of any grievance.
- (4) It is agreed that the Steward shall continue to perform his regular work in order to maintain efficient operations. However, in accordance with this understanding, should it be necessary to assist any employee in presenting a grievance during working hours, he will not leave his work without first obtaining permission from the Supervisor or his designate, which will not be unreasonably withheld.
- (5) It is agreed that the Steward will not absent himself from work unnecessarily during working hours for the purpose of servicing a grievance hereunder. In return for this undertaking, the Employer will compensate the Steward at his regular straight time hourly rate for time spent during his regular working hours for such purposes, provided the procedure under Clause 7.01(4) is followed. The Employer reserves the right to limit the time spent in the servicing of a grievance if it deems the time taken to be excessive. This section is not to be interpreted in such a manner as to disqualify the Steward from premium rates if he is so entitled.
- (6) The Employer will contact the Steward in person or by written form and not just by e-mail to ensure that all concerns are conveyed with the minimum of delay.

ARTICLE 8 - DISCUSSION OF DIFFERENCES

8.01 Union/Management Meetings

The Union Steward and the Secretary-Business Manager of the Union, or his representative, shall, as occasion warrants, meet with the Employer for the purpose of discussing and, if possible, resolving any grievance or dispute arising between the Employer and the employee concerned. However, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by the Union or the Employer at Step 2 of the grievance procedure.

8.02 Conduct of Grievance Procedure

(a) Union Representation

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

(b) Grievance Investigations

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 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.

(c) Suspension

When an employee is suspended from duty, the Employer undertakes to notify the employee and the Union in writing of the reason for such suspension. The suspension may form the basis of a grievance to be processed in accordance with the grievance procedure.

8.03 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, an Industry Troubleshooter 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.

Where the parties are unable to agree on an Industry Troubleshooter within 15 working days of one of the parties submitting such a request, either party may request the Minister of Labour to make such an appointment.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 “Grievance” means any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement between the Employer and any employee or employees bound by this Collective Agreement.

9.02 (a) Grievances shall be settled in the following manner:

- (i) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (ii) If the Employer has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

Step 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within seven (7) calendar days of the circumstances giving rise to the grievance. The employee may be accompanied by a Shop Steward or Representative of the Union.

Step 2: If the grievance is not satisfactorily settled at step 1, the employee and the Shop Steward or Representative shall submit the grievance, in writing, to the Administrator (or other person designated by the Employer) within the next seven (7) calendar days.

Within seven (7) calendar days following receipt of the written grievance, the Administrator or designated representative shall submit a written response to the employee and the business manager.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next seven (7) calendar days to the Representative(s) of the Union and the Representative(s) of the Employer. Failing settlement within a further ten (10) calendar days of receipt of notice, unless an extension is mutually agreed to, the dispute may be referred to arbitration, as set forth in Article 10 or 11. In the event a grievance is initiated by the Employer, the Employer shall notify the Union, in writing, of the nature of the dispute and such notice shall be given within five (5) calendar days of the circumstances giving rise to the grievance unless the parties agree to an extension of time. Failing settlement within ten (10) calendar days of receipt of notice, unless an extension of time is mutually agreed to, the dispute may be referred to arbitration as set forth in Article 10 or 11.

(b) **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 which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Secretary-Business Manager, 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.

9.03 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 the evaluation. 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 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. Such documents received by employees shall be signed and returned to the employer within seven (7) days after receiving the document. 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.

9.04 Dismissal/Suspension for Alleged Cause

- (1) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union Business Manager or his designated representative.
- (2) Within fourteen (14) calendar days after the date of dismissal, the Union Business Manager or his designated representative shall meet with the Administrator or his/her designated representative to effect a resolution of the grievance. The decision of the Administrator or his designated representative shall be forwarded to the Union's Business Manager or his designated representative, within seven (7) calendar days of the meeting.
- (3) If within seven (7) calendar days following the meeting in (2) above, there is no resolution of the said grievance, the grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 11 - Single Arbitrator.
- (4) The arbitrator shall schedule a hearing within seven (7) calendar days of his appointment. The arbitrator shall hear and determine the dispute and issue a verbal or written decision within seven (7) days of the conclusion of the hearing. Such decision shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision. The parties agree that the time limits for appeal under the Labour Code of British Columbia will commence with the issuance of written reasons of the decision.
- (5) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10 - Arbitration.

9.05 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 10 - Arbitration, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits, and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

9.06 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. An employee shall be given a copy of any such document placed on the employee's file. 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. Upon the employee's request, any such document, other than official evaluation reports and reports relating to the care of or interaction with a resident, 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 arising out of previous discipline 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.

ARTICLE 10 – SINGLE ARBITRATOR

10.01 After completion of the grievance procedure, where any differences exists between the parties as to the interpretation, application or alleged violation of the agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either party to a Single Arbitrator as follows:

- (i) The party desiring arbitration under this article will notify the other party, in writing, in accordance with the provisions of Article 9.02.
- (ii) The parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within twenty (20) days of such notice or in event one of the parties declines the procedure, notice of arbitration pursuant to Article 10 may be given by either party.

- (iii) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the parties and settle the terms of question to be arbitrated within fifteen (15) days of the final day of the hearing except when those times are extended by agreement of the parties. The Arbitrator shall deliver his award in writing to each of the parties and the award shall be final and binding upon each of the parties. An arbitration award under this article shall not be subject to further procedure under Article 10 of this Agreement.
- (iv) Each party shall pay their own costs and expenses of the arbitration and one-half of the remuneration and disbursements or expenses of the Arbitrator.
- (v) The Arbitrator shall not have any authority to make any decision inconsistent with the provisions of this Agreement and/or its memoranda; nor to alter, modify, add to or amend any part of this Agreement; however, the Arbitrator may sustain or set aside or modify any discipline imposed by the Employer on the grievor(s) in any manner he deems to be just and equitable.

ARTICLE 11 - SENIORITY

11.01 Seniority shall be established following sixty (60) working days in the bargaining unit as a probationary employee.

11.02 In cases of promotions, demotions or transfers of employees, the employee's skill, knowledge and ability shall be considered. Where these things are equal, then seniority will be the determining factor.

11.03 Probationary Period

- (a) For the first (1st) sixty (60) working days of continuous service with the Employer, an employee shall be a probationary employee. 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.
- (b) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

11.04 Trial Period

Employees who are appointed by the Employer to posted positions shall be placed on a trial period for sixty (60) working days. During this time, the Employer shall assess the employee in the new job. In the event the employee is unable to satisfactorily perform the new job duties the employee shall be returned to his/her former position without loss of seniority or perquisites. An employee who requests to be relieved from his/her new posted position during the trial period shall return to their former job without loss of seniority or perquisites. This shall also apply to any employee so displaced as a result of the application of this Article.

ARTICLE 12 - SENIORITY LISTS

12.01 The Employer shall supply the Union with a set of Seniority Lists by Department in January and July of each year, showing employees' names alphabetically, sex and their seniority, and up-to-date information of any interim seniority changes will be available to the Shop Steward at the Administrator's office during regular daytime hours.

ARTICLE 13 - LOSS OF SENIORITY

13.01 Seniority status, once acquired, shall be lost and the employee deemed to have terminated employment for the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for cause;
- (c) Lay-off in excess of twelve (12) months;
- (d) Absence from work without leave of absence being granted, or satisfactory explanation being given to the Employer, for an absence of three (3) working days or more.

ARTICLE 14 - TRANSFERS, STAFF REDUCTIONS AND TERMINATIONS

14.01 If the employee is transferred or reclassified other than on a temporary basis to a higher job, he shall receive not less than the rate that he was receiving at the time of transfer or the starting rate of the job into which he is being transferred, whichever is the higher.

14.02 If an employee is temporarily transferred to a higher-rate job group for one full shift or more, he shall receive the next highest rate for the new job group for the time so transferred.

14.03 When changes take place through demotion or staff reductions involving three or more employees, the Shop Steward will be promptly notified.

14.04 Reduction in Work Force

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

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

- (i) at least six (6) months seniority but less than three (3) years' seniority
- two (2) weeks' notice;
 - (ii) three (3) or more years' seniority but less than four (4) years' seniority
- three (3) weeks' notice;
 - (iii) four (4) or more years' seniority but less than five (5) years' seniority
- four (4) weeks' notice;
 - (iv) five (5) or more years' seniority but less than six (6) years' seniority
- five (5) weeks' notice;
 - (v) six (6) or more years' seniority but less than seven (7) years seniority
- seven (7) weeks' notice;
 - (vi) seven (7) or more years' seniority but less than eight (8) years' seniority
- seven (7) weeks' notice;
 - (vii) eight (8) or more years' seniority but less than nine (9) years' seniority
- eight (8) weeks' notice.
- (b) Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.
- (c) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be hired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off first on.

If a laid off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

In the exercise of rights under this Section, employees shall be permitted to exercise their rights in accordance with Article 17 - Technological Automation and Other Changes, Section 17.06, Bumping, of this Collective Agreement.

- (d) 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 Business Manager of the Local.
- (e) A regular employee who is laid off shall be entitled 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.

ARTICLE 15 - JOB POSTING

15.01 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 two (2) calendar months or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work including days off, start and stop date, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
 - (i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

- (ii) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If the vacancy, or new job has a duration of less than one (1) calendar month, qualified employees who have indicated their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 12.02. If the application of the paragraph requires the Employer to pay overtime to the employee pursuant to Article 22.06, 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, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) The Employer shall, within three (3) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (g) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- (h) The Employer shall provide a copy of all postings under this Article to the Union.

ARTICLE 16 - TECHNOLOGICAL AUTOMATION AND OTHER CHANGES

16.01 This Article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the community care field.

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

16.02 Definition of Displacement

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

16.03 Notice of Displacement

Employees affected by technological change will be given **notice as stated in Article 14.04** and allowed a training period to acquire the necessary skill for retaining employment within the Facility, commensurate with their seniority and ability.

16.04 Bumping

It is agreed that in instances where a job and classification 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 the employee possesses the ability to perform the duties of the new job, and provided further, the wage rate of the new job is not substantially higher.

Employees affected by such rearrangement of jobs shall similarly transfer to jobs and classifications in line with seniority and ability.

Employees wishing to exercise their bumping rights must do so by providing written notice to their immediate supervisor within five (5) calendar days of receipt of layoff notice. Such written notice shall indicate the specific position into which the employee wishes to bump.

16.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. When it is necessary to reduce staff, Article 12, Section 02 will apply.

The Employer agrees that the reductions will not result in a workload that is excessive or unsafe.

16.06 It is agreed that this Article 17 shall apply only if the Employer introduces a technological change that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies, and
- (b) alters significantly the basis upon which the collective Agreement was negotiated.

16.07 Section 54 of the Labour Relations Code will apply, during the term of this Agreement, to the Employer and the Union.

ARTICLE 17 - BULLETIN BOARDS

17.01 The Employer agrees to supply and make available to the Union for the posting of Seniority Lists and Union notices one (1) Bulletin Board in such place so as to inform all employees in the Bargaining Unit of the activities of the Union.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 (a) Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) 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.

(b) 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.

18.02 Unpaid Leave - Affecting Seniority

Unpaid leaves of absence due to extended illness shall not be deducted from length of service in the calculation of seniority.

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.

For purposes of this Article, an employee in receipt of WCB time loss benefits shall continue to accumulate seniority and continue to qualify for payment of health insurance plan premiums by the Employer.

18.03 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department, and the Union shall make every effort to give a minimum of fourteen (14) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days, unless this would unduly interrupt the operation of the department. Such request shall be made, in writing, sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments, and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) 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.

18.04 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence, for not more than five (5) years, to enable them to run for elected public office and if elected, to serve their term(s) of office.

18.05 Education Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer request, 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.

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

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

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 give four (4) weeks' advance notice in writing of such request.
- (b) every effort shall be made by the Employer to comply with such request providing that replacements to ensure the proper operation of the department can be found.
- (c) notices granting such requests shall be given by the Employer in writing.

ARTICLE 19 - MATERNITY LEAVE AND PARENTAL LEAVE

19.01 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 Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

Employees shall 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 to entitled maternity leave of up to seventeen (17) weeks without pay.

19.02 Parental Leave

- (a) 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 20.01). 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.

- (b) Where both parents are employees of the Employer, the employee 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 20.01) 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.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 20.01 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. Such leave request must be supported by appropriate documentation.

19.03 Adoption Leave

An employee is entitled to adoption/parental leave pursuant to Article 20.02.

19.04 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee’s coverage and pay the premiums under the Medical, Dental, Extended Health Care, Group Life for the full period of maternity and parental leave.

ARTICLE 20 - COMPASSIONATE LEAVE

20.01 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, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, legal guardian, ward, and relative permanently residing the employee's household or with whom the employee permanently resides.

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

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

ARTICLE 21 - HOURS OF WORK

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

21.02 **Employees will not be required to work more than six (6) consecutive shifts without receiving a minimum of two (2) consecutive days off-duty unless otherwise agreed between the Employer and the Union. Part-time and casual employees may accept such shifts if their hours do not exceed those of a full-time employee.**

21.03 There will be seven and one-half (7 ½) work hours per day, and an average of thirty-seven and one-half (37 ½) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

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

21.04 (a) The Employer will 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.

If the Employer alters the scheduled work days of an employee without giving at least seven (7) calendar days advance notice, such employee shall be paid overtime rates for the first shift worked in accordance with Article - Overtime.

If the Employer changes a shift schedule without giving a minimum of seven (7) calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates, pursuant to Article 23 - Overtime of the Collective Agreement.

(b) (i) There will be a minimum of two (2) clear off-duty shifts between shift changes.

(ii) Casuals must have a minimum of ten (10) clear off-duty hours between shifts.

(c) (i) When it is not possible to schedule two (2) clear off-duty shifts between shift changes, all hours by which such change-over falls short of two (2) clear off-duty shifts shall be paid at overtime rates.

(ii) When it is not possible to schedule ten (10) clear off-duty hours between shift changes, all hours by which such changeover falls short of ten (10) hours shall be paid at overtime rates.

- (d) If a written request for a change of a scheduled shift is made by an employee which would not allow two (2) clear off-duty shifts between shift changes, and such request is granted, then the application of Paragraphs (b) and (c) of this shall be waived for all employees affected by the granted of such a request.
- (e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

21.05 No split shifts will be worked.

21.06 The Employer will eliminate, as far as possible, all part-time workers.

21.07 Daylight Savings/Pacific Standard Time

The employees working on the night and day shifts affected by the changeover shall be paid for actual hours worked. Article 22 shall apply as necessary.

21.08 Shift Premium (Effective January 1, 1996)

- (a) Employees working the evening shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked.
- (b) Employees working the night shift shall be paid a shift differential of seventy cents (\$0.70) per hour for the entire shift worked.
- (c) Employees working the weekend shift shall be paid the shift differential of thirty cents (\$0.30) per hour for the entire shift worked.
- (d) "Evening shift" means any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours); "night shift" means any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours); and "weekend shift" means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

ARTICLE 22 - OVERTIME

22.01 (a) Employees requested to work overtime shall be paid as follows:

- (i) one and one-half (1½x) their regular wage for all hours worked in excess of eight (8) in a day and forty (40) in a week;
- (ii) double times (2x) their regular wage for all hours worked in excess of eleven (11) in a day and forty-eight in a week.

- (b) An employee required to work on a scheduled day off shall receive the overtime rate of double time his or her regular rate of pay for all hours worked on that day and not have the day off rescheduled; or by mutual agreement of the employee and the Employer shall receive one (1) time his or her regular rate of pay and shall have that day rescheduled with pay.
- (c) An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours of work shall, at the Employer's option, be provided with a meal or a meal allowance of seven dollars (\$7.00). One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
 - (i) This clause shall not apply to part-time employees until the requirements of Article 00.02 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.
- (d) 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.

- (e) 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 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.

22.02 A regular part-time or casual 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.

22.03 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 agreed to full time equivalent work week.

Regular overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.

ARTICLE 23 - WAGES

23.01 Wages shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

Wages for employees hired prior to April 20, 2005 shall be paid at the 3914 hour rate.

ARTICLE 24 - HEALTH AND WELFARE PLANS

24.01 Medical Plan

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

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

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment.

24.02 Dental Plan

(a) Eligible employees shall be provided with a dental plan covering one hundred percent (100%) of the cost of the basic plan (Plan A), fifty percent (50%) of the cost of the extended plan (Plan B), and fifty percent (50%) of the cost of Plan C (orthodontic). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan.

Orthodontic services are subject to a lifetime maximum payment of one thousand eight hundred and fifty dollars (\$1,850.00) per patient with no run-off for claims after termination of employment.

- (b) The Employer shall pay one hundred percent (100%) of the premium.
- (c) The dental plan shall cover employees, their spouses, and children provided they are not enrolled in another comparable plan.

24.03 Extended Health Care Plan

Following the completion of the probationary period, eligible employees and their dependents shall be provided with an extended health care plan, provided they are not enrolled in another comparable plan for the duration of this Collective Agreement.

The Employer shall pay one hundred percent (100%) of the premium.

Direct Payment Card

The Employer will provide to the employee a direct payment card to be used when making payments for drugs and other medical supplies covered by the Plan for the duration of this Collective Agreement.

Eyeglasses/Vision Care

The plan shall include coverage for eyeglasses; the allowance for vision care will be two hundred dollars (\$200.00) every twenty-four (24) months.

Hearing Aides

The plan shall include coverage for hearing aides in the amount of five hundred dollars (\$500.00) per individual in each five (5) year period.

24.04 Group Life Insurance

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide thirty thousand dollars (\$30,000.00) insurance coverage for post-probationary employees until age sixty-five (65). Thereafter, the amount of coverage shall decrease to twelve thousand dollars (\$12,000.00).

Group insurance coverage will cease for all employees at age seventy (70).

- (c) The plan shall include provision for conversion at the time of retirement or termination.
- (d) The plan shall also include coverage for accidental death and dismemberment.
- (e) The Employer shall pay one hundred percent (100%) of the premium.

24.05 Coverage under all provisions of Article - Health and Welfare Plans shall commence on the first (1st) day of the calendar month immediately following the completion of the employee's probationary period. Post-probationary casual employees who successfully bid into a regular position shall be eligible for coverage the first (1st) of the calendar month following their appointment to a regular position.

ARTICLE 25 - SICK LEAVE

25.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full-time and part-time employees as per Article 3.02 on the following basis providing sick leave credits are available:

- (a) After completion of their probationary period, employees shall be granted such leave credits for illness from date of employment. Such credits shall be granted on the basis of one day per month of service and shall be accumulative to a maximum of one hundred (100) days.
- (b) The right to sick pay shall cease upon notice of termination of employment.
- (c) An employee absent from duty may be required to produce a medical certificate for any illness.
- (d) An employee absenting himself/herself on account of personal illness must notify the Employer as soon as possible on the first day of illness before the time he or she would normally report for duty.
- (e) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.
- (f) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- (g) Sick Leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

ARTICLE 26 - LUNCH AND MEAL PERIODS

26.01 Lunch or meal periods of thirty (30) minutes are to be allowed on the employee's time, and will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided. Employees who are scheduled on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

ARTICLE 27 - REST PERIODS

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

ARTICLE 28 - MINIMUM REPORTING ALLOWANCE

28.01 If an employee reports for work at the regularly scheduled time for his/her shift, as set out in the posted schedule, she will be entitled to a minimum of four (4) hours' pay at not less than her regular rate, unless previously notified by the Employer, either orally or by message left at the employee's residence that the employee should not report, provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further, that this section will not apply in the case of any labour dispute or emergency such as fire or power shortage, which prevent the operation of the facility nor shall it apply to employees returning to work without notice after leave of absence.

ARTICLE 29 - STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

An employee who is required to work on any of the above mentioned holidays shall receive double time and one-half (2.5x) his or her regular rate of pay for all hours worked on that day or by mutual agreement between employee and the Employer, the employee shall receive one and one-half (1.5x) times his or her regular rate of pay for all hours worked on that day and shall have that day rescheduled, with pay, on a mutually agreeable date.

29.02 Should the statutory holiday fall on an employee's normal day off, he shall be granted a work day off with pay at straight time rate.

29.03 An employee who is on unpaid leave of absence for greater than twenty (20) working days, as provided under Article 21 forfeits the right to benefits under this Article.

29.04 If an employee's statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

29.05 When an employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer scheduled statutory holiday and one (1) or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be rescheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner.

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

ARTICLE 30 - VACATION

30.01 Except as provided in this Article, entitlement to vacation will be governed by the Employment Standards Act and regulations.

30.02 An employee will receive the following vacation entitlement and vacation pay:

Each regular employee covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

Completed Years of Employment	Vacation Pay
1	2 weeks (4%)
3	3 weeks (6%)
5	4 weeks (8%)
12	5 weeks (10%)
All new employees who commence employment after April 20, 2005 will have their vacation capped at four(4) weeks.	

Casual employees shall be paid their vacation entitlement at the rate of 4% of straight-time earnings which will be included on each pay cheque.

Casual employees who currently receive vacation entitlements in excess of 4% will be paid in accordance with their current amount.

30.03 Vacation pay shall be paid to all employees in advance of their vacation, if requested.

30.04 All vacation must be taken in the calendar year following the year in which they were earned and no employees shall receive payment in lieu of vacation not taken except in the case of termination of employment.

30.05 Subject to mutual agreement between the employee and the Employer, annual vacation may be taken at any time during the year. The Employer will consider the wishes of the employees in order of employees' seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the facility.

30.06 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.

30.07 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 it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

30.08 Call Back From Vacations

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

ARTICLE 31 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS

31.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of Twenty Dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, effective from the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

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

Employees temporarily assigned to any duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for his/her classification, or One Hundred Dollars (\$100.00) per month, proportionate to the time worked, whichever is greater, effective from the start of the relief period. The application of this provision shall not result in a rate in excess of the incumbent supervisor.

Any employee who is deemed to be in "charge" and is responsible for calling in of replacement staff for sick calls, etc. will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour. Job descriptions changed to reflect this duty will be approved by the Union.

ARTICLE 32 - NEW AND CHANGED POSITIONS

32.01 Notice of New Positions

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

32.02 Notice of Changed Positions

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

ARTICLE 33 - JOB DESCRIPTIONS

- 33.01** (a) The Employer shall draw up job descriptions for all job and classifications in the bargaining unit.
- (b) The said job descriptions shall be presented in writing to the Business Manager, or his/her designate, and the shop steward and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

ARTICLE 34 - GENERAL PROVISIONS

34.01 Retroactivity

Employees who have severed employment subsequent to October 19, 2000, shall be paid full retroactivity of the general increases in salary to the date of severance. The Employer will make every effort to make such retroactive payments within sixty (60) calendar days of the date of signing this Agreement from any regular earnings.

34.02 Printing of Agreement

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

34.03 Union Advised of Changes

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

34.04 Interpretation

Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine or the body politic or corporate, as the context may require.

34.05 Unemployment Insurance Coverage

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

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

ARTICLE 35 - EMPLOYER PAID OR PARTIALLY PAID PREMIUMS

35.01 In the event that any of the Employer paid premiums for benefits covered under this Article are subsequently reduced or eliminated for any reason such premium reduction or elimination shall be the property of the Employer.

ARTICLE 36 - MEDICAL EXAMINATION AND TESTS

36.01 Unusual Job Requirements of Short Duration

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

36.02 Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation, and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and without loss of pay.

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

ARTICLE 37 - PAY DAYS

37.01 Employees shall be paid bi-weekly by direct deposit to the employee's bank account.

37.02 In exceptional circumstances and where there is a proven need, an employee shall receive payment by cheque for a limited period of time. By request of an employee, a cheque will also be issued in the event of a direct deposit or Employer error that materially affects payment to the employee.

37.03 Statement of Wages

Employees will receive a written statement on payday indicating the following:

- (a) in the case of an hourly paid employee, the hourly rate and hours worked by her;
- (b) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- (c) any qualification differential, premium, or other payment to which the employee is entitled;
- (d) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- (e) the amount being received by the employee;
- (f) vacation hours taken within the pay period;
- (g) sick leave credits used within the pay period.
- (h) On a quarterly basis, the Employer will provide each employee with a written statement of his/her sick leave and vacation leave accumulation by way of posting of an up-to-date list.

ARTICLE 38 - OCCUPATIONAL HEALTH AND SAFETY

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

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

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

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

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

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

When the Employer is aware that a resident has a history of violent behaviour, the Employer will make such information available to those employees who may be required to care for that resident. In-service and/or instruction in caring for violent residents will be provided to such employees in that event.

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety related, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution.

ARTICLE 39 - CONTRACTING OUT

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

ARTICLE 40 - RENEWAL

40.01 This Agreement shall be in effect from **October 19, 2008** and shall continue in effect until **October 18, 2012** and shall continue automatically from year to year thereafter unless either party notifies the other in writing within the four-month period prior to the expiration date, that it desires to amend or terminate this Agreement.

The provisions of this agreement shall come into force and effect on the date of ratification.

40.02 It is mutually agreed that the operation of subsection (2) of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

ARTICLE 41 - FUTURE LEGISLATION

41.01 In the event that any future legislation renders null and void or materially alters any provisions of the 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, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If the parties cannot mutually agree on provisions to be submitted, then the matter may be forwarded to Mediation or Arbitration as pursuant to Article 10, Arbitration of the Collective Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

**UNICARE SUNNYSIDE
INVESTMENTS INC.**

(Sunnyside Manor)

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
882**

President

Secretary

Business Manager

SCHEDULE "A" WAGE SCHEDULE

CLASSIFICATION		CURRENT	OCT. 19, 2009	OCT. 19, 2011
Cook 1	Start	\$17.75	\$18.19	\$18.64
	978 hours	\$19.25	\$19.73	\$20.22
	1957 hours	\$20.75	\$21.27	\$21.80
	3914 hours	\$22.23	\$22.79	\$23.36
Cook 11	Start	\$15.75	\$16.14	\$16.54
	978 hours	\$16.90	\$17.32	\$17.76
	1957 hours	\$18.05	\$18.50	\$18.96
	3914 hours	\$19.23	\$19.71	\$20.20
Dietary/ Housekeeping Laundry	Start	\$13.85	\$14.20	\$14.56
	978 hours	\$15.00	\$15.38	\$15.76
	1957 hours	\$16.10	\$16.50	\$16.91
	3914 hours	\$17.39	\$17.82	\$18.27
Activity Reception	Start	\$15.00	\$15.38	\$15.76
	978 hours	\$16.40	\$16.81	\$17.23
	1957 hours	\$17.80	\$18.25	\$18.71
	3914 hours	\$19.16	\$19.64	\$20.13
Maintenance	Start	\$15.60	\$15.99	\$16.39
	978 hours	\$17.00	\$17.43	\$17.87
	1957 hours	\$18.50	\$18.96	\$19.43
	3914 hours	\$19.88	\$20.38	\$20.89
Care Aide	Start	\$15.30	\$15.68	\$16.07
	978 hours	\$16.10	\$16.50	\$16.91
	1957 hours	\$16.90	\$17.32	\$17.75
	3914 hours	\$17.80	\$18.25	\$18.71
LPN	Start	\$19.00	\$19.48	\$19.97
	978 hours	\$19.50	\$19.99	\$20.49
	1957 hours	\$20.00	\$20.50	\$21.01
	3914 hours	\$20.94	\$21.46	\$22.00
RN/ Grad Nurse	Start	\$24.50	\$25.11	\$25.74
	978 hours	\$26.00	\$26.65	\$27.32
	1957 hours	\$28.00	\$28.70	\$29.42
	3914 hours	\$29.50	\$30.24	\$31.00

***** Upon ratification, a signing bonus of three-hundred and fifty dollars (\$350.00) for current full-time employees shall be paid. This amount shall be pro-rated for part-time employees based upon hours worked between October 19, 2008 and the end of the first pay period after the date of ratification.**

***** A lump sum payment of four hundred-fifty dollars (\$450.00) shall be made to regular full-time employees on the first pay period following April 19, 2011 for active employees. This amount shall be pro-rated for part-time and casual employees based upon their hours worked between October 19, 2010 and April 18, 2011.**

ADDENDUM CASUAL EMPLOYEES

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification or in more than one department as long as the employee is qualified in that classification and the Employer and the Union have mutually agreed. Mutual agreement by the Union will not be unreasonably withheld.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 16.01 (a) of the Collective Agreement.
4. 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.

5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - (1) Article 15 - Transfers, Staff Reductions and Terminations;
 - (2) Article 17 - Technological, Automation and Other Changes;
 - (3) Article 19 - Leave of Absence;
 - (4) Article 23 - Overtime; Articles 23.02 and 23.03
 - (5) Article 27 - Statutory Holidays;
 - (6) General Provisions.
6. The initial date of employment shall be the anniversary date of the casual employee for the purposes of determining seniority.
7. The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order from original date of hire.
8. The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall call, by telephone, only those casual employees who are registered in the classification registry applicable to the work required to be done, at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called.
 - (2) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (3) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

- (4) Casual employees who are employed by any other health care facility in any capacity shall notify the Employer ten (10) days prior to the beginning of each month: (a) the name of the other health care facility; (b) the schedule that they are required to work at the other health care facility; and (c) the days and times that they shall be available for work.

Where the employee fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on five (5) consecutive occasions in a period or periods during which they indicate they will be available to work may be terminated.

- (5) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
9. Casual employees shall not be dismissed except for just and proper cause.
 10. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid-off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
 11.
 - (1) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at January 1st, April 1st, July 1st, and October 1st (the “adjustment dates”) in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order from original date of hire. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (3) Within two (2) weeks of each adjustment date, the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
 - (a) of the master casual seniority list; and
 - (b) of each classification registry maintained by the Employer.

12.
 - (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of sixty (60) working days. 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 12.03 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 12.03.
13. If an employee works on a statutory holiday he/she will receive time and one-half (1½x) regular rate of pay.
14. 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.
15. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14, and 15 shall not apply. Where the regular schedule of a part-time employee registered under this Section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days, the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Article 3.02 - Regular Part-Time Employees.

Sick leave credits accumulated under the provisions of Article 3.02 - Regular Part-Time Employees, may be used by regular part-time employees who become sick during 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.
16. Casual employees shall move to the increment step indicated by accumulated years of service with the Employer.
17. All the provisions of this Addendum shall be effective upon ratification of this Agreement.

LETTER OF UNDERSTANDING

BETWEEN: UNICARE SUNNYSIDE INVESTMENTS INC. (Sunnyside Manor)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

The parties agree to -

Meet no later than four (4) weeks following ratification of the Agreement (March 19, 1999) for the purpose of jointly considering alternate staffing schedules that would allow permanent part-time employees to work more hours towards achieving full-time status, with such schedule not resulting in greater cost to Sunnyside Manor.

Utilize the services of Grant McArthur, Labour Relations Board, as the Mediator in staff schedule discussions, if required.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

**UNICARE SUNNYSIDE
INVESTMENTS INC.**

(Sunnyside Manor)

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
882**
