

COLLECTIVE AGREEMENT

between the

CREEKSIDE LANDING LTD.

and the

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

Effective from September 1, 2008 to September 30, 2011

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*basic pay*" - means the rate of pay in each wage schedule.
- (2) "*spouse*" - is an employee's married or common-law spouse.
- (3) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*Employer*" - means Creekside Landing Ltd.
- (6) "*leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (8) "*Union*" - means the B.C. Government and Service Employees' Union.
- (9) "*Regular Full-time Employee*" means one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half (7½) hours per day and an average of thirty-seven and one-half (37½) hours per week exclusive of unpaid meal periods.
- (10) "*Regular Part-time Employee*" means one who is appointed to a regularly scheduled position and is regularly scheduled to work less than an average of thirty-seven and one-half (37½) hours per week exclusive of unpaid meal periods. Subject to Article 24, a regular part-time employee is entitled to all of the benefits of the collective agreement on a prorated basis.
- (11) "*Casual Employee*" means one who is employed on an "*on call*" basis to cover absences including coverage for vacation, illness or injury, or temporary work that is created by a special project or contract.

The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the Agreement and the parties agree that neither party will either gain or lose any benefit contained in the Agreement as a result of this change.

ARTICLE 1 - PREAMBLE

1.1 Preamble

The parties of this Agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

- (a) the remaining provisions of the collective agreement shall remain in 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 due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be mediated/arbitrated pursuant to Article 9 of the collective agreement.

1.3 Conflict with Rules

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

1.4 Use of Feminine and Singular Terms

Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

1.5 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the Administrator/Director of Care either directly or through the Union, who are required to respond to the Administrator/Director of Care forthwith. The Administrator/Director of Care shall deal with the complaint with all possible confidentiality.

The Administrator/Director of Care shall investigate the allegation and, if substantiated, take action appropriate to the offence.

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

The parties agree that substantiated cases of sexual harassment shall be cause for discipline, up to and including dismissal.

Allegations of sexual harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

1.6 Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer, shall register the complaint in writing to the Administrator/Director of Care, either directly or through the Union. The Administrator/Director of Care shall deal with the complaint with all possible confidentiality.

If the complaint involves the Administrator/Director of Care, then an independent investigator shall be assigned to carry out the investigation and ensure that appropriate action has been taken.

(b) "*Harassment*" is defined as:

(1) "*Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted*".

The Administrator/Director of Care shall investigate the allegation and, if substantiated, take action appropriate to the offence.

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

Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Article 8.15.

If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

The parties agree that substantiated cases of harassment shall be cause for discipline, up to and including dismissal.

Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

(c) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

(a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees classified in Appendix 1.

2.2 Correspondence

(a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of any article in this Agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

2.3 No Other Agreement

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

2.4 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of his/her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select three (3) stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward shall make every effort to perform the duties of a steward outside of normal working hours except when the Employer calls a meeting with an employee that may be of a disciplinary nature. A steward or his/her alternate shall obtain the permission of his/her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.7 Badges, Insignia and Union Shop Cards

- (a) A union member shall have the right to wear one (1) union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer a union shop card for the Employer's place of operation, to be displayed on the premise at a mutually agreed location. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*".

2.8 Right to Refuse of Cross Picket Lines

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

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
 - (4) to employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than six (6) months.

- (b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within twenty-eight (28) days of receipt of billing from the Employer.

2.10 Technical Information

The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit, who on date of ratification were members of the Union or thereafter became members of the Union, shall maintain such membership as a condition of continued employment.
- (b) All employees hired in the bargaining unit or after the date of ratification shall, as a condition of continued employment, become members of the Union.

ARTICLE 4 - CHECK OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

(b) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

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

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

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

(d) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this Agreement.

(e) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment at a time that does not interfere with the care of residents.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Rights Reserved

The Union recognizes and agrees that except as specifically and expressly abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer, including the management, operation and direction of its working forces.

6.2 Employer Rules

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of the collective agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of three (3) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 2.9 (Unpaid Leave - Union Business).

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice to the Administrator/Director of Care in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

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

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and his/her immediate department head in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, must do so not later than:

- (a) twenty-one (21) days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) twenty-one (21) days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting this grievance to the designated supervisor through the union steward.
- (b) The Administrator/Director of Care or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union or his/her designate, may advance a grievance at Step 3 within:

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

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limit to Submit to Arbitration

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

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

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be in writing.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they were received on the day they were delivered to the appropriate offices of the Employer or the Union.

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

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Administrator or his/her designate presenting the grievance to the President of the Union or the union area staff representative.

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

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

8.11 Time Limits

If the President of the Union or his/her designate, an employee, or an Employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievances

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Administrator, his/her designate or the Union within thirty (30) calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

8.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Administrator commencing at Step 3 within fourteen (14) days of the employee receiving notice of dismissal or suspension.

8.15 Investigator

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 questions as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date time does not run in respect of the grievance procedure.

The parties agree that this procedure will not be invoked until the grievance procedure has been completed.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

9.2 Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties will agree on one (1) of the following arbitrators:

Irene Holden
Joan Gordon
Chris Sullivan
David McPhillips

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.4 Disagreement on Decision

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

9.5 Expenses of Arbitration

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

9.6 Amending Time Limits

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

9.7 Expedited Arbitration

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee

dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided that there has not been any further infraction.

(c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of twenty-four (24) months from the date it was issued provided that there has not been any further infractions.

10.4 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

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

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

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

10.5 Personnel File

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.

(b) With reasonable written notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept.

10.6 Right to Have Steward Present

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

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

Where an administrator/designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with administrator/designate, providing that this does not result in an undue delay of the appropriate action being taken.

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her person in charge within three (3) workdays, and who cannot give an acceptable reason for his/her absence, shall be considered as

having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

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

11.2 Seniority Lists

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

11.3 Loss of Seniority

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

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than twelve (12) months;
- (d) he/she abandons his/her position in accordance with Article 10.7;
- (e) he/she is on layoff and fails to report when recalled for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer.

11.4 Same Service Seniority Date

Where two (2) or more employees have the same service seniority, and when mutual agreement cannot be reached, then seniority shall be determined by chance.

ARTICLE 12 - VACANCY POSTING

12.1 Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. A one-time increase of seven (7) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

- (c) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two (2) months or less shall be filled in accordance with Appendix 2.
- (f) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.
- (g) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (h) An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

12.2 Eligibility to Apply for Postings

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position.

12.3 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience, suitability, efficiency and abilities. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

12.4 Probationary Period

- (a) It is understood that all new employees will be subject to a probationary period of four hundred eighty-nine (489) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.
- (b) The Employer, with the agreement of the Union, may extend the probation period for a further period not to exceed four hundred and eighty-nine (489) hours worked.

12.5 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred eighty-nine (489) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

12.6 Applications from Employees

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

12.7 Right to Grieve

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

Employees who are not the successful applicant for a position may request to discuss with the Employer the reasons for not being selected for a position. Such meeting will be held within five (5) calendar days of being informed they were not successful.

An unsuccessful applicant may file a grievance at Step 1 within seven (7) calendar days of being informed they were not successful.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

12.8 Vacancy Posting

If a regular employee is absent from his/her position for more than twenty-four (24) months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 12.

When the employee who is on claim for more than twenty-four (24) months is medically cleared to return to the full scope of their duties, he/she shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

ARTICLE 13 - LAYOFF AND RECALL

In the event of a layoff, the following shall apply:

- (a) Employees shall be laid off by classification in reverse order of seniority within a department;
- (b) A laid off employee may bump the most junior employee in a lower classification, provided the employee is qualified and able to do the job.
- (c) Employees on layoff shall be recalled to their former classification in order of seniority.
- (d) Employees to be laid off shall receive notice or pay in lieu of notice as follows:
 - (1) After three (3) consecutive months of employment – one (1) week;
 - (2) After twelve (12) consecutive months of employment – two (2) weeks;
 - (3) After three (3) consecutive years of employment – three (3) weeks, plus (1) additional week for each additional year of employment to a maximum of eight (8) weeks.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

The hours of work of a regular full-time employee, will be seven and one-half (7½) hours per day, exclusive of an unpaid meal period, and an average of thirty-seven and one-half (37½) hours per week.

14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts, unless all other options of the collective agreement have been exhausted.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two (2) hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours pay at his/her regular rate of pay if he/she commences work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of seven (7) days advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances the Employer may approve shift exchanges with less than seven (7) days notice.
- (f) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight (8) clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (g) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:
 - (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith;
 - (2) the Employer has inquired into and given prior due consideration to the importance place by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees; and
 - (3) if there is a change in rotation, that rotation will be posted fourteen (14) days in advance. Employees who have been directly impacted by the change in rotation shall have seven (7) days after the close of the posting to bid on a maximum of three (3) days shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Article 12.3.

14.4 Shift Differential

Employees working on the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.

14.5 Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one fifteen (15) minute paid rest period.

(b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

(a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Article 14.2. Overtime shall not be claimed or received for work which is less than fifteen (15) minutes. All work less than fifteen (15) minutes in excess of the hours of work outlined in Article 14.2, shall be paid at straight-time rates of pay. Work in excess of fifteen (15) minutes will be paid at the applicable overtime rate.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.

(d) "*Double-time*" means two times (2x) the straight-time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Administrator or designate in charge.

15.3 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

15.4 Overtime for Part-time Employees

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

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 workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee.

15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

(a) time and one-half (1½x) for the first four hours of overtime on a regularly scheduled workday;

(b) double-time (2x) in excess of (a);

(c) subject to Article 15.4, time and one-half (1½x) for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off scheduled.

(d) overtime shall be compensated in either cash or time off or a fifty-fifty (50/50) combination of both. Overtime off shall be scheduled at a mutually agreeable time. An employee who has opted for

compensating time off in lieu of overtime premium pay shall take the time off by March 31st and September 30th of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque.

15.6 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable rate.

15.7 Rest Interval

A regular employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight (8) clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee shall not be required to report to work until there are eight (8) clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

15.8 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Article 14.3(e).

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

Regular employees shall be entitled to a day off with pay (in accordance to the equivalent hours worked and statutory holiday worked) for each of the following statutory holidays:

New Year's Day	Thanksgiving Day
Canada Day	Boxing Day
Labour Day	Good Friday
Remembrance Day	Christmas Day
BC Day	Queen's Birthday

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall be a paid holiday as per Article 1.2.

16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday. Every effort will be made to schedule statutory holidays as additions to the employee's two (2) regularly scheduled days off so that the employees will receive as many three (3) day breaks each year as possible.

16.3 Holiday Falling on a Scheduled Workday

In addition to Article 16.1, a regular employee who works on a statutory holiday, referred to in Article 16.1, shall be paid at the rate of one and one-half times (1½x) his/her rate of pay.

16.4 Holiday Coinciding With a Day of Vacation

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

16.5 Christmas or New Year's Day Off

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for the employees so requesting, based on seniority, staffing requirements and the holiday shifts worked the previous year. Such requests shall be made in writing prior to November 1st of each year.

16.6 Paid Holiday Pay

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

ARTICLE 17 - ANNUAL VACATIONS

17.1 Vacation

(a) Post probationary regular full-time employees shall be credited for and granted vacations earned based on the employee's straight-time earnings during the previous January 1st to December 31st period, as follows:

- Employees with up to three (3) years of service shall be credited with an annual vacation leave of ten (10) working days.

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

Partial Year

(b) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.

(c) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

(d) An employee whose employment ceases before he/she has completed five (5) working days of employment is not entitled to annual vacation pay.

17.2 Vacation Carryover

An employee may carry over up to five (5) days' vacation leave per vacation year for two (2) consecutive vacation years, up to a maximum of ten (10) days. Such carried over vacation must be taken together along with any additional vacation to which the employee is entitled, no later than the third vacation year. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 15th of each vacation year.

Failure by an employee to take his/her carried over vacation time, plus vacation time earned in the third year, will result in a full pay settlement to the employee within the last payroll of the vacation year. The rate of pay used to calculate the employee's vacation pay (whether used or unused) shall be the rate of pay to which the employee was entitled when the vacation was earned.

17.3 Callback

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

17.4 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four (4) vacation periods, per vacation year unless mutually agreed.

17.5 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before February 28th for the period January 1st through December 31st.
- (b) An employee who does not exercise his/her seniority rights by the cut-off date stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

17.6 Vacation Pay

Upon receipt of thirty (30) days written notice, the Employer shall pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken.

17.7 Vacation Credits Upon Death

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

17.8 Reinstatement of Vacation Days

In the event an employee is sick or injured prior to the commencement of his/her vacation, or on any other approved leave with pay during the employees' vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

- (a) Employees who have completed their probationary period shall be compensated at seventy percent (70%) for five (5) days in a calendar year. These days shall be non-cumulative from year to year.
- (b) After one (1) year of service, employees shall receive seventy percent (70%) of their regular pay, commencing on the seventh (7th) calendar day of each incident until the seventeenth (17th) week of each year.

18.2 Medical Documentation

Where it appears that an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation. Any cost associated with obtaining medical documentation shall be borne by the employee.

18.3 Employee to Inform Employer

The employee shall advise the Administrator/designate at least twenty-four (24) hours prior to the start of his/her next shift or as soon as possible of his/her inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of his/her return to work.

Employees who are absent from work because of sickness shall contact the Administrator/designate on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of thirty (30) consecutive days.

Employees may be required to prove fitness to return to work, prior to actually returning to work.

18.4 Expiration of Sick Leave Credits

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 20.4. If the employee is not fit to return to his/her previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

Benefits will continue to apply for the first twenty (20) work shifts following the expiration of the sick leave credits.

Employees who wish to continue to coverage under Article 24 may do so provided the employee pays the full cost of the premiums.

18.5 Probationary Period

During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

18.6 Third Party Coverage

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 19 - WORKERS' COMPENSATION

19.1 Sick Leave/Workers' Compensation

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

19.2 Benefits While on Compensation

Regular employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Article 11.1 shall continue to accrue;
- (b) vacation entitlement in Article 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 25 will continue to apply for twenty (20) calendar days or then end of the calendar month in which the employee is injured whichever is greater.

19.3 Employee to Contact Employer

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

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

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. The employee will be required to provide documentation to support his/her request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 21.4.

20.2 Compassionate Leave

- (a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to compassionate leave, at his/her regular rate of pay, for three (3) days. The employee may be entitled to two (2) additional days off, without pay, to travel in conjunction with the compassionate leave day.
- (b) Immediate family is defined as spouse (including common-law), child, stepchild, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

20.3 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Articles 20.5 and 20.6.

20.4 Unpaid Leave

- (a) Subject to Article 20.4(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements not be unreasonably withheld.
- (b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six (6) months, except in exceptional or unusual circumstances.
- (c) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (d) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

The employee may continue benefit coverage, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

20.6 Education Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved education leave, upon completion of the leave he/she will return to his/her former position.
- (c) Educational courses referred to on a job description shall not be paid for by the Employer.

20.7 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

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

ARTICLE 21 - MATERNITY AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) A pregnant employee who requests leave under this Agreement is entitled to seventeen (17) weeks of unpaid leave:
 - (1) *Beginning*
 - (i) no earlier than eleven (11) weeks before the expected birth date; and
 - (ii) no later than the actual birth date.
 - (2) *Ending*
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period; and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must:
 - (1) be given in writing to the Employer;
 - (2) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (c).

(e) A request for a shorter period under subsection (a)(2)(i) must:

(1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and

(2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

21.2 Parental Leave

(a) An employee who requests parental leave under this article is entitled to:

(1) for a birth mother who takes leave under Article 21.1 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 21.2 unless the Employer and the employee agree otherwise

(2) for a birth mother who does not take leave under Article 21.2 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event

(3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event and

(4) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child is placed with the parent

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).

(c) A request for leave must:

(1) be given in writing to the Employer;

(2) if the request is for leave under subsection (a)(1) or (a)(2), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.

(d) An employee's combined entitlement to leave under Articles 21.1 and 21.2 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 21.1(c) or 21.2(c).

21.3 Return from Leave

An employee on maternity or parental leave pursuant to Articles 21.1 and 21.2 shall provide the Employer with at least one (1) month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

21.4 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

21.5 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to normal sick leave.

21.6 Vacation

The employee shall retain vacation credits she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

21.7 Seniority Rights on Reinstatement

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

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Committee

A Safety and Health Committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- (a) up to two (2) representatives appointed by the Employer; and
- (b) up to two (2) representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the workplace.

22.2 Committee Responsibilities

The Safety and Health Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. Minutes of all Safety and Health Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the union designate.

The Union agrees to actively pursue with the other health care unions certified within the same facility a Joint Union Committee for the purposes of this article.

22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at his/her regular rate of pay from sick leave entitlement, unless a doctor states that the employee is fit for further work on that shift.

22.4 Transportation

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

22.5 Right to Refuse Unsafe Work

No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and regulations.

22.6 Lieu Time to Attend Meetings

Members of the Safety Committee who attend Safety Committee meetings outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

22.7 Investigation of Accidents

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

In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate and the Bargaining Committee Chairperson.

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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 long term 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, in accordance with Section 54 of the *Labour Relations Code*.

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

Employees affected by technological change will be given reasonable notification in advance and may be allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 13 (Layoff and Recall).

ARTICLE 24 - HEALTH AND WELFARE

24.1 Health and Welfare Benefits

The Employer shall provide the following health and welfare plan to regular employees who have completed their probationary period:

Medical Plan

The British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer will pay fifty percent (50%) of the premium for eligible employees and their dependants.

Dental Plan

A dental plan, with a 25/50 deductible, covering eighty percent (80%) of the costs of the basic plan (Plan A) and fifty percent (50%) of the cost of major restorative plan (Plan B) beyond the deductible. The basic plan and the major restorative plan are subject to a maximum of one thousand dollars (\$1,000) per year combined. The premiums for such plans shall be fifty percent (50%) employer paid, for eligible employees and their dependants.

Group Life and Accidental Death and Dismemberment

A group life insurance policy and an accidental death and dismemberment policy, the premiums for which shall be fifty percent (50%) employer paid, for eligible employees.

Extended Health Care Plan

An extended health care plan, with a 25/50 deductible and unlimited life time maximum for claims, covering eighty percent (80%) of the cost beyond the deductible, the premiums for which shall be fifty percent (50%) employer paid, for eligible employees and their dependants. Maximum five thousand dollars (\$5000) per year for nursing care and five hundred dollars (\$500) every five (5) years for hearing aides. Maximum four hundred dollars (\$400) every two (2) years for corrective lenses. Lifetime maximum of \$1 million for out-of-Canada emergency services. Annual maximum of fifteen thousand (\$15,000) per person for prescription drugs.

24.2 Commencement of Coverage

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work twenty-two and one-half (22½) hours per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

(b) Casual Employees Working Regular Assignments Exceeding Six Continuous Months

Casual employees who temporarily fill a specific regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six (6) continuous months in duration and the employee works at least twenty (20) hours or more per week. Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of four hundred and eighty-eight (488) hours of work at the Facility.

Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than six (6) months duration even though the cumulative number of assignments exceeds six (6) months duration or longer.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**25.1 Paydays**

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be as per current practises.

25.2 Pay on Temporary Assignment

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

25.3 Mileage

An allowance of forty-six cents (46¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

The Employer will pay for reasonable parking expenses incurred by an employee who uses his/her own vehicle in the performance of their duties.

ARTICLE 26 - NOTICE OF NEW AND CHANGED POSITIONS**26.1 Job Descriptions**

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

26.2 New Classifications/Duties

- (a) *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.

- (b) *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 27 - GENERAL CONDITIONS

27.1 Indemnity

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

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

27.2 Employer Property

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

27.3 Copies of Agreement

The Union and the Employer desires 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 and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff.

The cost shall be shared equally. The Union will invoice the Employer.

27.4 Volunteers and Practicum Students and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a long term care facility and are an important link to the community being served. Volunteers and practicum students 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 the current practice regarding the use of volunteers and practicum students, as of the date of execution of this Agreement, is consistent with the above.

27.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of one hundred (\$100), for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

27.6 Joint Labour/Management Committee

- (a) The parties agree to establish a Joint Committee composed of two (2) employees appointed by the Union and two (2) representatives of the Employer.
- (b) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this Agreement;
 - (4) to review workplace best practices.
- (f) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

27.7 Employee Access to Leave Records

Employees shall have access to their own leave records for sick leave, special leave, and vacation. Upon request, these shall be provided within a reasonable period of time.

ARTICLE 28 - TERM OF AGREEMENT

28.1 Duration

This Agreement shall be binding and remain in effect until midnight September 30, 2011.

28.2 Notice to Bargain

- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after June 30, 2011 but in any event, no later than midnight on June 30, 2011.
- (b) Where no notice is given by either party prior to June 30, 2011, both parties shall be deemed to have given notice under this section on June 30, 2011.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

28.3 Change in Agreement

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

28.4 Agreement to Continue in Force

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

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

28.5 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of ratification unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

Kevin Svoboda
President

Rose Ann Diprose
Bargaining Committee

Caitlyn Datson
Bargaining Committee

Kirby Judd
Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX 1
Wage Schedule
Classifications and Hourly Rates

Classification	STEPS			
	Step 1-0-2000 hours Step 2-2001-4000 hours Step 3-4001-6000 hours Step 4-6001 hours on onwards	Sept. 1, 2008	2% Sept. 1, 2009	2% Sept. 1, 2010
LPN	1	\$21.00	\$21.42	\$21.85
	2	22.00	22.44	22.89
	3	22.50	22.95	23.41
	4	23.40	23.87	24.35
RCA	1	16.00	16.32	16.65
	2	16.50	16.83	17.17
	3	17.00	17.34	17.69
	4	17.68	18.03	18.39
Tenant Helper	1	14.50	14.79	15.09
	2	15.00	15.30	15.61
	3	15.50	15.81	16.13
	4	16.38	16.71	17.04
Multi-Skilled Worker	1	12.50	12.75	13.01
	2	13.00	13.26	13.53
	3	13.50	13.77	14.05
	4	14.00	14.28	14.57
Rehab Aide	1	18.50	18.87	19.25
	2	19.00	19.38	19.77
	3	19.50	19.89	20.29
	4	19.76	20.16	20.56
Activity Aide	1	15.50	15.81	16.13
	2	16.00	16.32	16.65
	3	16.50	16.83	17.17
	4	17.16	17.50	17.85
Cook	1	15.00	15.30	15.61
	2	16.00	16.32	16.65
	3	16.50	16.83	17.17
	4	16.90	17.24	17.58

- Employees employed at ratification will be placed at the top rate in their classification.

APPENDIX 2**Casual Employees****(a) The Casual Register**

- (1) The Employer will maintain a casual register for regular part-time and casual employees.
- (2) Casual and regular part-time employees must notify the Administrator/designate, in writing, of their availability for casual work and their willingness to accept work with less than twenty-four (24) hours notice.
- (3) Notification must be submitted to the Administrator/designate at least fourteen (14) days prior to posting the following month's schedule.
- (4) Casual and regular part-time employees, having provided notice in writing as per (2) and (3) above, will be placed on the casual register in order of seniority for the following month.
- (5) A casual or regular part-time employee shall be entitled to register for work in any job for which he/she has the qualifications to perform.
- (6) Casual employees have the right to refuse one (1) shift per month. If a casual employee refuses six (6) shifts within a five (5) month period, on the 6th refusal he/she will lose their seniority and be deemed to have terminated his/her employment.

(b) Procedure for Calling Employees for Casual Work

- (1) The Employer shall call in by seniority and stated availability and may consider the necessity for on-the-job orientation (one (1) shift) of new employees in the calling of casual employees.
- (2) A log will be kept of all calls made for casual call in. The log book shall show:
 - the date
 - employee called
 - the time called
 - the position and shift being called to fill
 - the outcome of the call (accept, decline, no answer, answering machine, message left)
 - the signature of the caller
- (3) Only one (1) call need be made to any one (1) available casual employee provided that the telephone be allowed to ring a minimum of five (5) times. If the shift is refused, or there is no answer, or if a message is left, the Employer may then call the casual employee next on the seniority list.
- (4) A casual or regular part-time employee will not be called for shifts that conflict with their schedule.

(c) Other Terms and Conditions

- (1) Casual employees shall be paid four percent (4%) vacation pay based on straight-time wages on each paycheque.

(2) Casual employees who have served their probationary period, who work on a proclaimed statutory holiday as per Article 16.1 shall be paid time and one-half (1.5x) if they worked fifteen (15) days in the past thirty (30) days in addition to the statutory holiday.

(3) Except as otherwise noted, the provisions of Article 13, 14.3(a), 14.3(e), 14.3(g), 15.5(c), 15.6, 15.9, 16, 17, 18, 19, 20, 21, 23 and 24 shall not apply to casual employees.

MEMORANDUM OF AGREEMENT #1

Contracting Out

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off employees in the bargaining unit.

This Memorandum of Agreement will expire on September 30, 2011.

MEMORANDUM OF AGREEMENT #2

Adjustment Plan

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, the procedure to be followed shall be in accordance with Section 54 of the *Labour Relations Code*.

MEMORANDUM OF AGREEMENT #3

Article 2.1 and Appendix 1

The parties agree to review the Program Coordinator (RNs) classification within ninety (90) days of the ratification of the agreement for the purpose of determining the appropriateness of its inclusion in or exclusion from the bargaining unit. If the parties are unable to reach agreement, the matter will be referred to arbitration for final determination.

If the classification is deemed to be included in the bargaining unit, the wage rate will be established as per Article 26.

MEMORANDUM OF AGREEMENT #4

Article 14.2

Unless otherwise mutually agreed, the Employer's schedule will comply with Article 14.2 regarding eight (8) hour shifts within sixty (60) calendar days from ratification.