

COLLECTIVE AGREEMENT

between the

**WESTMINSTER HOUSE
HRC CARE SOCIETY**

and the

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

Effective from January 1, 2009 to December 31, 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) "*Employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (3) "*Employer*" means HRC Care Society.
- (4) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (5) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (6) "*Union*" means the B.C. Government and Service Employees' Union.
- (7) "*Common-law spouse*" is defined as a man or woman not married to each other, who have lived together for a period of not less than one year.
- (8) "*Spouse*" anywhere spouse is referred to in the Agreement it shall also mean spouse of the same sex.

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 share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are 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.

Therefore, it is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well being and security of all employees in the bargaining unit of the Union while recognizing that the care of the residents served by the home will achieve greater independence and autonomy;
- (e) to provide competent services to the development of the residents of the home to the fullest extent possible, using methods which promote the dignity, respect and well being of the residents and the economy of operation and quality and quantity of service. It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said objective;
- (f) to promote autonomy and independence of the residents in their home.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement:

NOW THEREFORE, the parties agree as follows:

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, 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 arbitrated pursuant to Article 9 of the Collective Agreement.

1.3 Conflict with Regulations

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 by other employees. An employee allegedly being harassed shall register the complaint in writing to the Administrator either directly or through the Union, who are required to respond to the Administrator forthwith. The Administrator shall deal with the complaint with all possible confidentiality.

The Administrator 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 either directly or through the Union. The Administrator shall deal with the complaint with all possible confidentiality.

Where the complaint involves the Administrator 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:

"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 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.

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

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.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

(a) The 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 included in the bargaining unit as described in the certification.

2.2 Correspondence

(a) The 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 clause 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 subscribe to the principles of the *Human Rights Code* of British Columbia.

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

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

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select three (3) stewards and three (3) alternates to represent employees who ideally will be representative of the care component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of his/her department head and in his/her absence the person in charge before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her department head and in his/her absence the person in charge.

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 two (2) stewards who are members of safety committees;
- (e) attending meetings called by management.

A shop steward entering another work area on union business must first notify the department head of that area.

When a shop steward is the only employee on duty in a department or where his/her absence would require the Employer to call in another employee or assign another employee to a higher rated position, the shop steward may be refused leave of absence to transact union business. When such leave is refused, other time will be made available to ensure the union business is transacted.

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in the staff lunchroom. The use of such bulletin board shall be restricted to the business affairs of the Union and for the display of one 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, 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 to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal 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 legal 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* and the *Essential Services Disputes Act* 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 and who are required to resign from their positions.

- (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 clause shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

2.10 Membership Information

The Employer agrees to provide to the Union twice a year, within the first week of the months of February and July, a list of all union members, their current job categories, and employee status, known to the Employer.

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.

ARTICLE 3 - UNION SECURITY

- (a) Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.
- (b) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member 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.

Where the Employer conducts a group orientation for new employees, the fifteen (15) minute meeting with the steward may take place during the orientation. Stewards will be notified in advance of the group orientation meeting. Stewards who attend a group orientation outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.1 Rights Reserved

The Union recognizes and agrees that except as specifically 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.

6.2 Management Rights

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) hire, direct, and assign work to employees;
- (b) promote, demote, transfer, layoff, recall or retire employees;
- (c) suspend, discipline and discharge employees for just and reasonable cause;
- (d) evaluate job performance;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- (g) establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement;
- (h) maintain order, discipline and efficiency; and
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

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 B.C. Government and Service Employees' Union 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 or his/her designate/person in charge 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.

7.4 Definition of Employee Status

- (a) *Regular Full-Time Employee* - A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on a hourly basis and are entitled to all benefits outlined in this Collective Agreement.
- (b) *Regular Part-Time Employee* - A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Any part-time employee posting into a full-time relief position shall continue with the benefits that are entitled to a part-time employee. If the incumbent does not return, the position shall be reposted.
- (c) For the purposes of this Agreement, one (1) year worked is equal to eighteen hundred and twenty (1820) hours for vacation and increment purposes.

7.5 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 and/or temporary position. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum - Casual Employees.

7.6 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of four hundred eighty (480) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period of four hundred eighty (480) hours.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period under Article 12.4.

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 Clause 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 Manager 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 fourteen (14) 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) fourteen (14) 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) fourteen (14) 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 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 by registered mail.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.

- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) 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 fourteen (14) 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, member of the Association of Arbitrators or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and

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

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

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement within fourteen (14) days.
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 4.

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. Any recommendations from this arbitration can be handled through Article 29.6 if an appendix may be necessary.

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 (½) 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.

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (a) dismissals;
- (b) rejection on probation;
- (c) suspensions in excess of twenty (20) workdays;
- (d) policy grievances;
- (e) grievances requiring presentation of extrinsic evidence;

- (f) grievances where a party intends to raise a preliminary objection;
- (g) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

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 selected from the list mutually agreed to by the parties in Appendix 4.
- (h) 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, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

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

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. Upon the employee's written request, any such document, other than employee appraisals, 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 any further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

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, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record. If the employee doesn't submit a grievance on the content of the appraisal within fourteen (14) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent 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.
- (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.

Access to the file shall be not later than seven (7) days after notice is given.

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 a manager intends to interview an employee for disciplinary purposes, the manager 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 a manager 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 the manager and department head personnel, 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 two (2) 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 (Westminster House) and shall accumulate based on straight-time (1x) hours paid since the 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.

The above applies to the following articles:

- Article 12.1 - Postings
- Article 13.0 - Layoff & Recall
- Article 17.5 - Vacation Scheduling
- Article 17.1 - Vacation Entitlement
- Article 25.0 - Health & Welfare

When an employee changes from a full-time position to a part-time or a casual position the new placement of this employee on the seniority list shall be determined by the total hours worked.

When an employee changes from casual to part-time or a full-time position then the hours accumulated in the previous position shall be carried over to their new position. Employees shall continue to accrue seniority during the following:

- regular hours;
- paid sick leave;
- up to twenty (20) days unpaid leave of absence;
- hours while off work due to ICBC;
- vacation hours;
- paid holiday hours;
- union business;
- maternity/adoption/parental leaves; and
- Workers' Compensation Board.

11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of February and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of February, July, and October. The seniority lists shall include the name, job category, and straight-time (1x) 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 seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

ARTICLE 12 - VACANCY POSTING

12.1 Postings

(a) A posting shall be required for vacancies or new positions which are in excess of one (1) calendar month 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.

A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

(b) 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.

(c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate.

(d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of one (1) month or less shall be filled in accordance with Appendix 2.

(e) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.

(f) 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.

(g) 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.

(h) Temporary Positions to Accommodate Workload Hours - The Employer has the ability to post a maximum of one (1) temporary regular position in each of the cook, dietary aide, activity aide, care aide, LPN, and housekeeping/laundry departments in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the Employer will either:

- (1) post a permanent position;
- (2) end the term position;
- (3) extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice to the employee in the temporary position. At the end of the temporary term or following seven (7) days written notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

12.2 Selection Criteria

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

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

12.3 Probationary Period

It is understood that all new employees will be subject to a probationary period of four hundred eighty (480) 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.

12.4 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 (480) hours. 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.

12.5 Applications from Employees

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

12.6 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.

ARTICLE 13 - LAYOFF AND RECALL

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

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

- (a) less than five (5) years seniority - twenty eight (28) calendar days four (4) weeks;
- (b) five (5) years seniority - thirty five (35) calendar days five (5) weeks;
- (c) six (6) years seniority - forty two (42) calendar days six (6) weeks;
- (d) seven (7) years seniority - forty nine (49) calendar days seven (7) weeks;
- (e) eight (8) or more years seniority - fifty six (56) calendar days eight (8) weeks.

Notice of layoff shall not apply where an employer can establish that the layoff results from an act of God, fire or flood.

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.

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.

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

jobs in line with seniority and ability. Bumping rights must be exercised within twenty-eight (28) days of notification of displacement.

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

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, employees shall be permitted to exercise their rights in accordance with bumping in this Agreement.

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 for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven and one-half (7½) hours per day, average of thirty-five (35) hours up to thirty-seven and one-half (37½) hours per week.

14.3 Scheduling Provisions

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) Staff including casuals, shall be given forty-eight (48) hours notice of cancellation of shifts that are scheduled up to thirty (30) days in advance. Unscheduled shifts (i.e. call-ins) require notice as early as possible.
- (c) Staff filling temporary positions over six (6) months in length will receive a minimum of five (5) working days notice based on the return of the incumbent. (Those employees returning from prolonged leave please refer to Article. 18.2).
- (d) Schedules at least fourteen (14) days in advance of the effective date.
- (e) 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.
- (f) There shall be no split shifts.
- (g) An employee reporting for 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 if he/she commences work.
- (h) Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer.
- (i) 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 shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.

(j) The Employer's designate and the union steward at the local level will work together on schedules based upon the shift patterns and hours of work clauses in the relevant Agreement and the provision of this article including the following:

- (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (2) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules;
- (3) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an arbitrator.

(k) Notwithstanding the above, an employee may request a change to their existing work schedule and/or hours. Such change shall be mutually agreed to based on operational requirements.

14.4 Shift Differential

- (a) Employees working the evening shift shall be paid a shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (b) Employees working the night shift shall be paid a shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (c) In this section "*evening shift*" means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours) "*night shift*" means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).
- (d) Effective July 4, 1999 employees working the weekend shift shall be paid the shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (e) Weekend shift means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

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 (1) 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. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Article 14.2.
- (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 (1x) rate.
- (d) "*Double-time*" means employees will be paid a two times (2x) their regular hourly rate for all hours worked after eleven (11) hours in a twenty-four (24) hour period.

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 Manager.

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 of a full-time employee.

15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half ($1\frac{1}{2}x$) for the first three and one-half ($3\frac{1}{2}$) hours of overtime on a regularly scheduled workday;
- (b) double-time ($2x$) in excess of (a);
- (c) time and one-half ($1\frac{1}{2}x$) for all hours worked on a day of rest, but employees shall not have the day off rescheduled;
- (d) overtime shall be compensated in cash.

15.6 Callback

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

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

15.8 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.

15.9 Overtime Meal Allowance

An employee who works two and one-half ($2\frac{1}{2}$) hours of overtime immediately before or following his/her scheduled hours shall be provided with a meal at the Employer's expense. One-half ($\frac{1}{2}$) hour without pay shall be allowed the employee in order that he/she may take a meal break at or adjacent to his/her place of work. A fifteen (15) minute paid coffee break will be scheduled as close to the beginning

of the overtime period as possible. This clause shall not apply to part-time employees until the requirements have been met. In the case of an employee called out on overtime to work a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

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 paid holiday worked) for each of the following paid holidays:

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

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.

Effective January 1, 1996 full-time employees may take at their discretion one (1) float day each calendar year with full pay to a maximum seven and one-half (7½) hours. The employee shall give at least two (2) weeks notice for a float day to the Employer.

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

16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Entitlement should be scheduled by mutual agreement within sixty (60) days.

16.3 Holiday Falling on a Scheduled Workday

In addition to Article 16.2 a regular employee who works on any of the above-noted holidays shall be compensated at the rate of time and one-half (1½x) for all hours worked and, shall receive an additional day off in lieu of the holiday.

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 agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. The Employer shall post a request form for each department on or before September 15th. Employees shall indicate their preference on the form by September 30th. Approval by the Employer shall be posted by October 15th.

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 sixty (60) working days preceding the designated holiday, in which case he/she shall receive the higher rate.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Entitlement

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

Effective July 1, 2006:

Period	Time Off	% Of Gross Annual Earnings Vacation Pay
less than two (2) years	two (2) weeks	4.2%
two (2) years but less than four (4) years	three (3) weeks or four (4) weeks*	6.2%
four (4) years but less than twelve (12) years	four (4) weeks	8.2%
twelve (12) years but less than fourteen (14) years	four (4) weeks plus one (1) day	8.62%
fourteen (14) years but less than sixteen (16) years	four (4) weeks plus two (2) days	9.04%
sixteen (16) years but less than eighteen (18) years	four (4) weeks plus three (3) days	9.46%
eighteen years (18) years but less than twenty (20) years	four (4) weeks plus four (4) days	9.88%
twenty (20) years or more	five (5) weeks	10.2%

At the employee's option, the vacation time away from the facility for a regular part-time employee may be reduced to an amount not less than two (2) weeks in duration.

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

**Option for one (1) additional week may be taken as requested and outlined in Article 17.6.*

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.

17.2 Vacation Earnings for Partial Year

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

17.3 Vacation Carryover

An employee may carry over up to five (5) days' vacation leave per vacation per year for two (2) consecutive vacation years, up to a maximum of ten (10) days which must be taken not later than the third (3rd) consecutive vacation year. Failure by an employee to take his/her carried over vacation time, plus vacation time earned in the third (3rd) consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee's vacation entitlement. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 1st of each vacation year.

17.4 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.

17.5 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 in each vacation period in Clause 17.6(a)(1) and (2). Seniority shall prevail in the choice of the second (2nd) vacation period, but only after all other first (1st) vacation periods have been selected in each vacation period in Clause 17.6(a)(1) and (2). Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than six (6) vacation periods, per vacation year unless mutually agreed.

All earned vacation time shall be taken, including statutory holidays, as time off, unless an employee exercises their rights under Article 17.3.

17.6 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before November 1st of the previous year for each of the following vacation periods in the following year:
 - (1) January 1st through April 30th, and
 - (2) May 1st through December 31st.
- (b) An employee who does not exercise his/her seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
 - (1) Vacation requests for the vacation periods in (a)(1) and (2) above shall be approved by the Employer, in writing, by December 1st.
 - (2) Requests for vacation made after the November 1st deadline shall be approved by the Employer, in writing, within ten (10) days of the employee's submission for vacation request.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

17.7 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.

17.8 Vacation Credits Upon Death

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

17.9 Reinstatement Of Vacation Days

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during the employee's vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be taken at a mutually agreed time.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

(a) Regular employees who have completed the probationary period of four hundred and eighty (480) hours will accumulate sick leave in the following manner:

All full-time regular employees shall be granted one (1) day sick leave with pay for every month in service retroactive to the date of hire. All part-time regular employees shall accrue sick leave prorated to the full-time rate on a monthly basis. Such employees shall accumulate no more than twelve (12) days sick leave.

(b) Where specialist appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from the accumulated sick leave credits. The Employer may require an employee to substantiate a claim for sick leave payment.

(c) Employee's may use up to three (3) days sick leave per year where they are needed to attend to a substantiated illness in the employees immediate family which for this article shall mean: child, parent, or other direct dependant.

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

18.2 Employee to Inform Employer

The employee shall advise the Manager in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.

Employees who are absent from work because of sickness shall contact their person in charge 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.

Employees returning from a prolonged absence between thirty (30) days and six (6) consecutive months must give a minimum of five (5) calendar days notice of return. Employees returning after having been absent for more than six (6) months must give a minimum of seven (7) days notice of return. Reorientation will be required by the Employer and the employee and Employer shall agree on a return to work date but such date shall not be more than seven (7) calendar days from the date the employee gave notice to return.

It is a guide that longer notice is required for absenteeism in excess of thirty (30) consecutive calendar days.

Sick leave with pay is only payable because of sickness/family leave. Employees who are absent from duty because of frequent or excessive sickness may be required to prove sickness in future instances for a specified time frame upon notification from the Employer.

18.3 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 Articles 25.1, 25.2, and 25.3, may do so provided the employee pays the full cost of the premiums.

18.4 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.

18.5 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.

18.6 Sick Leave Credits

Upon request employees shall be given the amount of sick leave accrued.

18.7 Worker's Compensation Board Coverage

Employees qualifying for Workers' Compensation Board coverage shall continue to be employed and shall not have their employment terminated during the compensable period.

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

Employees who are absent from work and in receipt of Workers' Compensation Board 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) accumulative benefits shall continue to accrue;
- (c) the Health and Welfare provisions of Article 25 will continue to apply.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 20.5 - Health and Welfare Benefits While on Unpaid Leave of Absence.

19.3 Employee to Contact Employer

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 Workers' Compensation Board 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 Special and Other Leave

- (a) *Attend formal hearing to become a Canadian Citizen* - one (1) day with pay.
- (b) *Paternity leave* - one (1) day with pay.
- (c) *Parental leave* - a birth parent or an adopting parent is entitled to unpaid parental leave of up to twelve (12) consecutive weeks. This leave may be extended by up to five (5) weeks if the child requires an additional period of parental care.
- (d) *Family Responsibility leave* - an employee is entitled to up to five (5) days of unpaid leave or a combination of Article 18.1(c) and an additional two (2) days of unpaid leave per year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family. (Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family).
- (e) *Marriage of the employee* - one (1) day.
- (f) *Attend funeral as pallbearer* - one-half (½) day.

20.2 Compassionate Leave

- (a) If an employee is bereaved of a spouse, parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, daughter or son-in-law, she shall be granted a leave of absence of three (3) days with pay provided the funeral is attended. An additional two (2) days, with pay, shall be granted when the employee must travel outside of the Lower Mainland/Fraser Valley area to attend the funeral.
- (b) If an employee is not able to attend the funeral, the leave of absence shall be for one (1) day with pay only, for the purpose of attending a memorial service or similar cause. If an employee is unable to attend the funeral of his/her spouse, parent or child, the leave of absence shall be for two (2) days with pay.
- (c) Bereavement pay shall be paid only for days upon which the employee was scheduled to work.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Every reasonable effort will be made to grant additional compassionate leave of absence without pay if required by the employee.

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 20.4 and 20.5.

20.4 Unpaid Leave

- (a) 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 not be unreasonably withheld.
- (b) 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.
- (c) 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 benefits or 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 Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, 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

The Employer recognizes the desirability of providing a climate for employees to improve their education level, to enhance their opportunities for advancement, and to enhance their qualification.

- (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) In-service education – all employees scheduled by the Employer to attend in-service education seminars shall receive straight-time wages for all hours in attendance at the seminar for programs.
- (d) Regular full-time and part-time employees may request education leave to attend seminars, courses or classes to enhance their knowledge base and skills related to healthcare. The Employer may grant education leave of absence with pay, at straight-time rates, for each full day that an individual employee gives of their own time, not to exceed eight (8) hours of employer contribution per calendar year.

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 and Adoption Leave

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.

21.2 Pregnancy Leave

- (a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave beginning no earlier than eleven (11) weeks before the expected birth date, and no later than 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 to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional weeks of unpaid leave if, the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (a) or (b).

21.3 Notice

- (a) The request for leave must be given in writing to the Employer at least four (4) weeks before the day the employee proposes to begin leave and, if required by the Employer, be accompanied by a medical practitioners' certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 21.2(c).
- (b) Should an employee decide to return to work within the seventeen (17) week period, she may do so no earlier than six (6) weeks after the actual birth date, unless the employee request a shorter period, and no later than seventeen (17) weeks after the actual birth date. A request for a shorter period must be in writing to the Employer at least one (1) week before the date the employee proposes to return and the Employer may request a doctor's certificate stating the employee is able to resume work.

21.4 Parental Leave

- (a) A birth mother or birth father is entitled up to thirty-five (35) consecutive weeks of unpaid leave commencing immediately after the end of the leave as stated in Article 21.2(a) unless the Employer and employee agree otherwise.
- (b) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (c) Request for leave under (a) or (b) shall be given at least four (4) weeks before the employee proposes to begin leave and, if required by the Employer, be accompanied by a medical practitioner's certificate.

21.5 Additional Parental Care

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 21.4, Parental Leave.

21.6 Combined Entitlement

The combined entitlement of leave under maternity and parental is fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 21.5 and 21.2(c).

21.7 Return to Work

Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of the leave.

21.8 Sick Leave Credits

Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

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) two (2) representatives appointed by the Employer; and
- (b) 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 without deduction from sick leave, 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 Conditions

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

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 jobs and stabilize employment and to protect as many regular employees as possible from loss of employment.

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

Employees affected by technological change will be given reasonable notification in advance and 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 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE PLANS

25.1 Health and Welfare Plans

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

- (a) *Medical Services Plan* - one hundred percent (100%) of the premium cost of BC Medical Services Plan for eligible full-time and part-time employees and their dependants;
- (b) *Drug Plan* - one hundred percent (100%) of the premium cost of a twenty-five/ twenty-five (25/25) deductible drug plan at one hundred percent (100%) reimbursement for eligible full-time and part-time employees and their dependants;
- (c) *Extended Health Care Plan* - one hundred percent (100%) of the premium cost of an Extended Health Care package providing a variety of professional services coverage, medical appliance coverage, out of province emergency medical treatment with no cap, referrals out of Canada for treatment

unavailable in Canada, and hearing aid coverage, for eligible full-time and part-time employees and their dependants.

The Employer will provide full-time employees and eligible part-time employees a two hundred and fifty dollar (\$250) amount upon proof of receipt towards a prescribed need for eyeglasses or a needed change to the employees' prescription every two (2) years.

(d) *Dental Plan* - one hundred percent (100%) of the premium cost of a twenty-five/fifty (25/50) deductible for a preventative dental plan at eighty percent (80%) reimbursement, sixty percent (60%) cost of major services and fifty percent (50%) of the cost of orthodontic services. Orthodontics services are subject to a one thousand dollar (\$1,000) maximum per person per lifetime. Reimbursement is for all eligible full-time and part-time employees and their dependants.

(e) *Life Insurance Policy* - one hundred percent (100%) of the premium cost of a life insurance policy of twenty thousand dollars (\$20,000) for eligible full-time and part-time employees.

(f) *Long-Term Disability Plan* - one hundred percent (100%) of the premium cost of a long-term disability plan providing benefits payable after a one hundred and twenty (120) days wait up to age 65 providing sixty percent (60%) of wages to a maximum of three thousand five hundred dollars (\$3,500) per month for full-time employees only. The plan shall be mandatory and shall cover post-probationary employees.

25.2 Commencement of Coverage

(a) All employees entitled to coverage under the insurances outlined in Article 25.1 shall themselves be responsible for completing a requisition form requesting such coverage. Such requisition form shall be made available by the administration.

(b) Coverage under the provisions of this article shall apply to the indicated eligible employees in each subsection. A part-time employee is eligible if he/she works on average twenty-two and one-half (22½) hours per week on a regularly scheduled basis and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

Part-time employees who take a temporary position of six (6) months or more that is twenty-two and one-half (22½) hours or more per week shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position. Benefits are MSP, Dental, Extended Health, Group Life and LTD. Coverage shall cease when either the regular incumbent returns to the position or the part-time employee is no longer working in the posted position, providing the employee has completed the probationary period.

25.3 RRSP

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

All eligible full-time employees shall join the plan.

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

(a) The Employer will remit twenty-five cents (25¢) for each hour worked on behalf of each eligible employee.

(b) The Employer will continue with the payment as per Article 1.2(a), and employees will have a minimum of twenty-five cents (25¢) per hour deducted from their pay and remitted along with the Employer's contribution to the Plan Carrier.

(c) "*Hours worked*" shall include hours worked, paid holidays, annual vacations, paid sick leave or paid special leave.

A carrier for the Group RRSP will be determined by the B.C. Government and Service Employees' Union. The carrier will determine the remittance procedure of the contributions to the plan.

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

- (a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.
- (b) The Employer shall supply and maintain uniforms for employees who are required to wear same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Paydays**

- (a) Employees shall be paid biweekly. Paydays shall be every second Friday.
- (b) The distribution of paycheque stubs shall be as per current practices.

27.2 Relieving in Higher Rates Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a salary range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive eight percent (8%) more than his/her current rate. Employees who are appointed to a temporary non-bargaining unit position shall continue to accrue seniority up to a maximum of four hundred and eighty (480) hours. Vacation and sick leave will continue to accrue as per the Collective Agreement for the entire time in the temporary position. Any temporary non-bargaining unit positions that are filled by bargaining unit employees for more than one (1) year will be reviewed by the Union and the Employer.

27.3 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.

27.4 Mileage

An allowance of fifty cents (50¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

Parking will be paid by the Employer.

27.5 Staff Meals

The staff price for meals is \$4.00 effective July 1, 2009, \$4.50 effective July 1, 2010, and \$5.00 effective July 1, 2011. Coffee and tea will be supplied free of charge.

27.6 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

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

ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

28.1 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.

28.2 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 29 - GENERAL CONDITIONS

29.1 Registration/Licensure

(a) To practise as a Licensed Practical Nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act* of BC. Such authorization must be in effect on or by January 1st of each calendar year.

(b) A Licensed Practical Nurse is required to provide such authorization to practise by presentation of the licence, registration card or other proof acceptable to the Employer on or by January 1st of each calendar year.

29.2 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.

29.3 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.

29.4 Volunteers 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 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, as of the date of execution of this Agreement, is consistent with the above.

29.5 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 dollars (\$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.

29.6 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.
- (f) Minutes of Joint Committee meetings shall be transcribed by the Employer and distributed to committee members.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This Agreement shall be binding and remain in effect until midnight December 31, 2011.

30.2 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 September 30, 2011, but in any event, no later than midnight on October 31, 2011.

(b) Where no notice is given by either party prior to October 31, 2011, both parties shall be deemed to have been given notice under this section on October 31, 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.

30.3 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.

30.4 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.

30.5 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

Ben Van Dijk, Director

Sarah Andrews, Bargaining Committee

Peter Tamminga, Director

Sandra Todosychuk, Bargaining Committee

Lori Sidjak, Administrator

Patti Walker, Bargaining Committee

Janice Dungate, Negotiator

Barbara Crowley, Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX 1 - WAGE SCHEDULE
Classifications and Hourly Rates

Job Category		Current	Jan. 1/09 2.25%	Jan. 1/10 2.25%	Jan. 1/11 2%
Care Aide/ Recreation Aide	<i>Start</i>	\$16.45	\$16.82	\$17.20	\$17.54
	<i>480</i>	\$16.98	\$17.36	\$17.75	\$18.11
	<i>1 year</i>	\$17.51	\$17.90	\$18.31	\$18.67
	<i>2 years</i>	\$18.04	\$18.45	\$18.86	\$19.24
Housekeeping/ Laundry/ Dietary Aide	<i>Start</i>	\$15.81	\$16.17	\$16.53	\$16.86
	<i>480</i>	\$16.34	\$16.71	\$17.08	\$17.43
	<i>1 year</i>	\$16.87	\$17.25	\$17.64	\$17.99
	<i>2 years</i>	\$17.40	\$17.79	\$18.19	\$18.56
Cook	<i>Start</i>	\$18.04	\$18.45	\$18.86	\$19.24
	<i>480</i>	\$18.57	\$18.99	\$19.42	\$19.80
	<i>1 year</i>	\$19.10	\$19.53	\$19.97	\$20.37
	<i>2 years</i>	\$20.16	\$20.61	\$21.08	\$21.50
LPN	<i>Start</i>	\$21.22	\$21.70	\$22.19	\$22.63
	<i>480</i>	\$21.75	\$22.24	\$22.74	\$23.19
	<i>1 year</i>	\$22.29	\$22.79	\$23.30	\$23.77
	<i>2 years</i>	\$23.35	\$23.88	\$24.41	\$24.90

APPENDIX 2

Procedure for Calling Casual Employees for Work

Casual Employee Work Assignment

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:
 - Vacation relief;
 - Sick leave relief;
 - Education relief;
 - Maternity leave relief;
 - Compassionate leave relief;
 - Union business relief;
 - Educational leave relief; and
 - 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 in a single department in

respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department, except where the Employer and the Union otherwise agree in good faith.

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 12 of the Collective Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.

(b) Where a position is filled by a casual employee under Section 3 and that position will last more than six (6) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 12(1) of this Addendum:
 - Medical Plan;
 - Dental Plan and Extended Health Care Plan;
 - Group Life Insurance; and
 - Long-Term Disability Insurance Plan.
(c) Coverage under this section shall cease when either the regular incumbent returns to the position, or the casual employee is no longer working in the posted position.
5. Casual employees are covered by the following provisions of the Collective Agreement:
 - (a) Article 1 - Purpose of Agreement
 - (b) Article 2 - Recognition of the Union
 - (c) Article 3 - Union Security
 - (d) Article 4 – Check-Off of Union Dues
 - (e) Article 5 - Employer and Union Shall Acquaint New Employees
 - (f) Article 6 - Employer's Rights
 - (g) Article 7 - Employer and Union Relations
 - (h) Article 8 - Grievances
 - (i) Article 9 - Arbitration
 - (j) Article 10 - Dismissal, Suspension and Discipline
 - (k) Article 11 - Seniority
 - (l) Article 12 - Vacancy Posting except for Article 12.3
 - (m) Article 14 - Hours of Work; except for Article 14.3(a)(e)(g)(h)
 - (n) Article 15 - Overtime, except for Article 15.5(c), 15.6 and 15.8
 - (o) Article 22 - Safety and Health
 - (p) Article 24 - Contracting Out
 - (q) Article 26 - Work Clothing and Related Supplies
 - (r) Article 27 - Payment of Wages and Allowances; except Articles 27.3 and 27.4
 - (s) Article 28 - Notice of New and Changed Positions
 - (t) Article 30 - General Conditions
 - (u) Article 31 - Term of Agreement
 - (v) Appendix 2 - Procedure for calling Casual Employees for Work
 - (w) Wage Schedule

Casual employees shall be paid in accordance with the job category in which they are employed.

All casual employees shall have the opportunity to enrol in the Company Benefit Plan if they so desire, provided they pay both the Employer's portion and their own.

6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
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 of hours worked.
8. The manner in which casual employees shall be called to work shall be as follows:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) Casual employees who are employed by any other employer in any capacity shall notify the Employer ten (10) days prior to the beginning of each month: (a) the name of the other employer; (b) the schedule that they are required to work at the other employer; and (c) the days and times that they shall be available to work.

Where the employees 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 one (1) month period or periods during which they indicate they will be available to work may be terminated.

- (e) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil 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 reverse order of their seniority where it becomes necessary to reduce the workforce 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 workforce.

11.
 - (a) 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 February 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 of the most hours worked to the least. Casual employees hired after an adjustment of seniority date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (b) 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 of seniority.
 - (c) The Employer shall send to the Union a revised copy of the master casual seniority list and of each classification registry maintained by the Employer upon request.
12.
 - (a) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty (480) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
 - (b) 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 12.3.
 - (c) 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 12.3.
13. Casual employees shall receive twelve point two percent (12.2%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.
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.
15. Regular part-time employees may be registered for casual work under this Addendum except that Sections 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than 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.

Sick leave credits accumulated may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.
16. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

**APPENDIX 3
Exclusions**

- Registered Nurses
- Registered Psychiatric Nurses
- Licensed Graduate Nurses
- Director of Care
- Resident Care Manager
- Administrator
- Accountant
- Manager, Administrative Services
- Confidential Secretary/Receptionist
- Director of Support Services
- Maintenance Coordinator
- Manager, Activity/Volunteer Services

**APPENDIX 4
List of Arbitrators**

- Joan Gordon
- Irene Holden
- Chris Sullivan

MEMORANDUM OF AGREEMENT #1

The parties agree that the Labour/Management Committee will jointly develop an Attendance Management Program. Development of the Program will be completed by November 30, 2009 for implementation January 1, 2010.

**MEMORANDUM OF AGREEMENT #2
Hours of Work**

The parties agree that:

1. Article 7.4(c) will be amended to read:

For the purposes of this Agreement, one (1) year worked is equal to 1820 hours for vacation and increment purposes.

Employees, at date of ratification, who have 1400 hours to 1690 hours will receive their increment at 1690 hours.

2. Employees may be required to switch shifts for a maximum of two (2) days once per month in order to attend training sessions provided by the Employer. If it is necessary that training sessions are longer than two (2) days, the Joint Labour/Management Committee will meet and schedule the training.

3. Article 14.2 will be amended to read:

The hours of work for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven and one-half (7½) hours per day, average of thirty-five (35) hours up to thirty-seven and one-half (37½) hours per week.

4. Employees, at date of ratification, who are currently working thirty-five (35) hours per week or thirty-seven and one-half (37½) hours per week shall retain these hours.
5. No full-time or part-time employees, at date of ratification, will be forced to change their hours of work and/or shifts, except by mutual agreement.
6. No full-time or part-time employees, at date of ratification, will lose hours or their status (full-time/part-time) as a result of a thirty-seven and one-half (37½) hour workweek.
7. For seniority purposes, all full-time employees will be credited with nineteen hundred and fifty (1950) hours of seniority annually.
8. Posted positions, either created or vacated, may be posted as thirty-five (35) to thirty-seven and one-half (37½) hours per week.
9. Add new Article 14.3(k):

Notwithstanding the above, an employee may request a change to their existing work schedule and/or hours. Such change shall be mutually agreed to based on operational requirements.