



COLLECTIVE AGREEMENT

between

**HOSPITAL EMPLOYEES UNION
(The Union)**

and

**BREWSTER HEALTHCARE GROUP INC.
ARBOR HOUSE
(The Employer)**

For the Period

December 1, 2010 to November 30, 2013

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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 those employees at and from Arbor House employed by Brewster Healthcare Group Inc.
4. "Union" - means the Hospital Employees Union
5. "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties.
6. "Common-law spouse" is defined as a person with whom the employee has been living in a conjugal relationship continually for a period of at least twelve (12) months.
7. "Leave of absence with pay" means to be absent from duty with permission and with pay.
8. "Leave of absence without pay" means to be absent from duty with permission but without pay.
9. "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.
10. "Discrimination" is defined as being based 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".
11. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

Definition of Employee Status

1) Regular Full-Time Employee

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. A full time employee works 35 hours per week or a four on and four off schedule.

2) Regular Part-Time Employee

A regular part-time employee is one who works less than full-time but an average of 20 hours per week on a regularly scheduled basis. A regular employee can also be one that works a two on and four off schedule. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement,

3) 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.

4) Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. Any employee posting into a temporary or relief position shall retain their existing status and the benefits associated with that status. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure.

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 promote autonomy and independence of the residents in their home.

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

NOW THEREFORE, the Parties agree as follows:

ARTICLE I - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

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.

Bargaining Agent Recognition

- (a) The Employer recognizes the Hospital 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.

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 local executive and the local staff representative.
- (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 local executive and the local staff representative.

1.02

Union Shop

All employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within sixty (60) days after their initial date of employment in the Bargaining Unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to Union dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within sixty (60) days of written advice as noted above.

In the event an employee is terminated pursuant to Article 1.02, the following provisions shall not be applicable to the employee:

Grievance Procedure - Article 8

Dismissal/Suspension for Alleged Cause - Article 8.08

1.03 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 (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 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.

1.04 Membership Information

The Employer agrees to provide to the Union twice a year, within the first week of the months of January 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.

1.05 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.

1.06 Recognition and Rights of Shop Stewards

The Employer recognizes each Union's right to select two (2) Shop Stewards and one (1) alternate in addition to one (1) Shop steward for Occupational Health and Safety along with one (1) alternate for the same to represent employees who ideally will be representative of the bargaining unit 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 Shop Steward include but are not limited to:

- a) investigation of complaints.
- b) investigation of grievances and assisting any employee whom the Shop 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) Shop Stewards who are members of Safety Committees.

- e) attending meetings called by Management.

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.

1.07 No Discrimination

Harassment and Discrimination

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 subscribing to the principals of the Human Rights Code of British Columbia.

- (a) An employee allegedly being harassed/discriminated by another employee, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union. The General Manager shall deal with the complaint with all possible confidentiality.

The General Manager will investigate the allegation and, if substantiated, take action appropriate to the offence:

Where the complaint pertains to a manager or supervisor, the complaint shall be investigated by the corporate Human Resource department.

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/discrimination under this provision may be submitted by the Union to the investigator under Article 8.15.

- (b) Harassment/discrimination 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/discrimination shall be cause for discipline, up to and including dismissal or significant remedial action.

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

"Bad Faith Allegation or Complaint" is defined as:

One that is known by the complainant to be false and/or one in which a complaint is made for the purpose other than gaining satisfactory remedy.

"Vexatious allegation or complaint" is defined as: One that is instituted maliciously and without probable cause and/or which is not based on reasonable factual grounds but is merely vindictive.

In determining whether or not an allegation is vexatious or made in bad faith, one considers the knowledge and intention of the complainant. If the complainant is merely bringing the allegation or complaint to annoy or embarrass the respondent and knows that there is no discrimination or harassment, then can be said the allegation or complaint is vexatious or made in bad faith.

- c) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- d) 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.
- e) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

1.08 Complaints Investigation

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia may refer the complaint to either one or other of the following processes:

- a) where the complaint pertains to the conduct of an employee within the HEU Bargaining Unit, it shall be investigated by the Human Resource department.
- b) where the complaint sited in (a) does not have a resolution acceptable to the employee complaining of harassment, it shall be referred to Ms. Lisa Hansen, Ms. Ana Mohammed or Ms. Jean Greatbach (Complaints Investigators), or
- c) where the complaint pertains to the conduct of a person not in the HEU Bargaining Unit, it shall be referred to Ms. Ana Mohammed or Ms. Jean Greatbach (Complaints Investigators).

When a complaint is received under either (a), (b) or (c) above, the appropriate Complaint Investigator shall:

- i) investigate the complaint;
- ii) determine the nature of the complaint, and
- iii) make written recommendations to resolve the complaint.

ARTICLE 2 - 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.
- 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.

ARTICLE 3 - NOTICE OF UNION REPRESENTATIVE VISITS

The Employer agrees that access to its premises will be granted to a Hospital Employees Union Staff Representative, or authorized alternate. 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.

ARTICLE 4 - BULLETIN BOARD

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in a mutually agreed to site. The use of such bulletin board shall be restricted to the business affairs of the Union and for the display of a Union shop card.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 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 to manage which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

5.02 Management Rights

The Union recognizes the right of the Employer to operate and manage its business in all respects. The right to hire, manage the working force and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein provided.

ARTICLE 6 - 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.

6.01 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability. Bumping rights must be exercised within forty-eight (48) hours of notification of displacement.

An employee exercising their options under this article shall be moved to their new position at the end of their notice period under article 6.11, unless mutually agreed otherwise. An employee shall not incur a loss of income during their notice period.

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 five percent (5%) of his/her existing pay rate.

6.02 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 6.01 (and Article 6.11.)

6.03 Reduction in Work Force

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

The Employer shall give regular employees the written notice of layoff or normal pay for that period in lieu of notice: consistent with the Employment Standards Act.

- (2) 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.

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

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

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

ARTICLE 7 - DISCUSSION OF DIFFERENCES (subject to MOA)

7.01 Union/Management Committee

Composition of the Committee – a Union/Management Committee shall be established. The Employer and the Union shall each appoint two (2) representatives to the Union/Management Committee.

Chair – The chair of the Union/Management Committee shall alternate between an employer representative and a representative of the Union.

Meetings – The Union/Management Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of pay for time spent attending meetings of the Committee on a day of work or she will be paid overtime for meeting on a day off.

Purpose of the Committee – In order to foster better relations between the parties, the purpose of the committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care, efficiency, cost savings, and productivity improvement. The Committee shall have the power to make recommendations to the Union and the Employer.

Scope of the Committee – The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion. The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

7.02 Conduct of the Grievance Procedure

(a) 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 or 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.

(b) 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 the immediate manager intends to interview an employee for disciplinary purposes, the immediate 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 Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a immediate manager intends to interview a Shop Steward for disciplinary purposes, the Shop 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 immediate manager, providing that this does not result in an undue delay of the appropriate action being taken.

(c) Employee Called as a Witness

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

(d) **Right to Grieve Disciplinary Action**

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

(e) **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 work-site. The employee shall sign the appraisal within four (4) calendar days 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.

(f) **Personnel File**

No document of a disciplinary nature shall be placed on the employee's personnel file without his/her knowledge. The employee must initial all such documents on an employee's personnel file. Initials on a document do not indicate agreement or disagreement with the contents.

With reasonable written notice given to the employer, an employee shall be permitted to review his/her personnel file in the office it is normally kept. It is at the employee's sole discretion whether they make a copy of the file.

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

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

(g) 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.

(h) 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.

(i) Notice of Dismissal or Suspension

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

- (i) 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
- (ii) 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.

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.

Step 2

- (a) The employee may present a grievance at this level by:
 - i. recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - ii. stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and,
 - iii. transmitting this grievance to the designated supervisor through the Union Steward
- (b) The designated supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.
- (c) The grievance shall not be submitted, or advanced to Step 3 of the grievance procedure until the Union has received the Employer's written reply
- (d) An employee who wishes to present a grievance must do so not later than:
 - (i) fourteen (14) 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
 - (ii) fourteen (14) days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.
- (e) 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.

Step 3

- (a) The Union Secretary-Business Manager or his/her designate, may advance a grievance at Step 3 within:

- (i) thirty (30) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
 - (ii) thirty (30) days after the Employer's reply was due.
- (b) 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.

8.02 Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the Union Secretary-Business Manager 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.

8.03 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by via fax and/or email system.
- (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) The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

8.04 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or his/her designate presenting the grievance to the Union Secretary-Business Manager or the Union Area Staff Representative.

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the Employer may inform the union Secretary-Business Manager 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.

8.05 Time Limits

If the Union Secretary-Business Manager 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.

8.06 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.

8.07 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 at Step 3 of the grievance procedure, 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.

8.08 Dismissal/Suspension for Alleged Cause

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 Local Staff Representative or his/her designate within seven (7) calendar days.

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.

8.09 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 question as to whether a matter is arbitrable, during the term of the Collective Agreement, a 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.

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

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

8.10 Expedited Arbitration

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

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

- (1) A representative of the Employer and the Secretary-Business Manager of the HEU, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to

determine, by mutual agreement, those grievances suitable for expedited arbitration.

- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be informal, lawyers will not be used to represent either party.
- (5) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) 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;
- (9) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (10) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (12) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of members of the Association of Arbitrators, or a substitute mutually agreed to by the Parties.

- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.

ARTICLE 9 - ARBITRATION

9.01 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.

9.02 Composition of the Board of Arbitration

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party of the Agreement within seven (7) days:

- (a) Within seven (7) days thereafter, the other Party shall indicate the name of its appointee to the Board of Arbitration. The two (2) appointees shall then select an impartial chairperson.
- (b) The Parties may mutually agree to refer the matter to a single arbitrator from the Association of Arbitrators

9.03 Failure to Appoint

If the recipient of the notice fails to appoint a nominee or the two appointees fail to agree upon a chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either Party.

9.04 Authority of Arbitration Board/Arbitrator

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

9.05 Decision of Arbitration Board

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be in writing and shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

9.06 Disagreement on Decision

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

9.07 Expenses of Arbitration

Each party shall pay:

- a) the fees and expenses of the nominee it appoints;
- b) one-half (1/2) of the fees and expenses of the Chairperson.

9.08 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.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment at Arbor House and shall accumulate based on all hours paid since the date of employment with the Employer.

In addition, an employee with seniority from the previous owner of Arbor House will get credit for those hours for all purpose of the collective agreement except hours pertaining to the wage increment scale. The employee ha one calendar month from the date of ratification to provide Brewster healthcare Inc. with written proof of hours worked.

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 compared to other employees in the same category.

When an employee changes from casual to part-time or a full-time position then the hours in the previous position shall be carried over to their new position but only hours earned in their new position will be taken into consideration for job postings or vacation scheduling.

Employees shall continue to accrue seniority during the following:

- Regular hours;
- Overtime hours;
- Paid sick leave;
- Up to twenty (20) days unpaid leave of absence;
- Hours while off work due to ICBC;
- Vacation hours;
- Statutory holiday hours;
- Union business;
- Pregnancy, parental and adoption leave; and
- Work Safe BC leave.

10.02 Probationary Period

Regular Employee

It is understood that all new regular employees will be subject to a probationary period of ninety (90) calendar days. 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. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one (1) calendar month.

Casual Employee

- (a) Casual employees shall serve a probationary period of four hundred fifty-six (456) hours of work. During the said probationary

period, casual employees may be terminated if she is found to be unsuitable for continued employment in the position to which he/she has been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

- (b) 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 10, but will be required to complete the qualifying period under Article 10.

10.03 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 10.05;
- e) he/she is on layoff and fails to report when recalled for work in accordance with Article 6.11.
- f) personal leave of more than twelve (12) consecutive months.

10.04 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.

10.05 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, ability and past job performance shall be the determining factors and where two (2) or more people 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.

10.06 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 three calendar months whichever occurs first.

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 and accrued perquisites.

10.07 Temporary Promotion, Transfer, or Demotion

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

10.08 Promotions

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

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

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

10.09 Transfers

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

10.10 Demotions

(a) If a regular employee is promoted, voluntarily demoted, or transferred to a job the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

(b) In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.

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

(c) If the employer or employee exercise their right as in b) or c) as above, the employer may consider original applications or repost the position, as it deems appropriate.

(d) An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of Article 6.07 and in the event of involuntary demotion, an employee who

does not have prior experience or ability to qualify as above shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period of three (3) calendar months whichever occurs first.

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.

10.11 Supervisory or Military Service

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

10.12 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.

10.13 Re-employment after Voluntary Termination or Dismissal for Cause

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

ARTICLE 11 - JOB DESCRIPTIONS

11.01 Notice of New or Changed Positions

In the event that the Employer introduces a new position or makes 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 changes or wage rate, such objection must be made in writing, within sixty (60) days of notification by the Employer.

If no written objection is received by the Employer, then the changes or 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.

11.02 Job postings and applications

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

- (a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off and the commencement date shall, before being filled, be posted for a minimum of ten (10) calendar days, in a manner which gives all employees access to such information, provided that no regular employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If a vacancy or new job has a duration of longer than three (3) days and less than one (1) calendar month, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 6.05. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 8.03(a) (ii), the proposed move shall not be made.
- (d) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local of the HEU within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within three (3) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting

the name of the successful applicant in the same manner in which the vacancy or new job was posted.

- (h) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- (i) An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

11.03 Relieving in Higher-Rated 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 wage range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

11.04 Relieving in Lower-Rated Positions

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.

11.05 Temporary Assignment to an Excluded Position

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 one dollar (\$1.00) per hour more than his/her current rate.

11.06 Applications from Employees

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

11.07 Temporary Positions to Accommodate Workload Hours

- (a) Temporary Positions to Accommodate Workload Hours - The Employer has the ability to post a maximum of one (1) temporary regular position per shift in each of the activity aide, care aide, multiservice worker, LPN, RN 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.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 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 the administrator and/or her designate. Reasonable notice of at least seven (7) 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 and be based on bone fide reasons. .
- b) Any employee who has been granted leave of absence and who

over stays such leave by more than three (3) days, 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. Except those employees on WCB, sick, LTD, maternity, parental, adoption and ICBC leaves.

12.02 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 thirty (30) calendar days 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.

12.03 Unpaid Leave - Union Business

- (a) The employee shall provide the Employer with seven (7) days written notice and subject to operational requirements, approval shall not be unreasonably withheld. Such leaves of absence without pay shall be granted for the following purposes:
 - i. to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - ii. for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - iii. to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of B.C., provided the dispute involves the Employer; or
 - iv. 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, all benefits and seniority while on leave of absence.

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

12.04 Union Bargaining Committee

A Union Bargaining Committee shall 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 Unpaid Leave - Union Business

ARTICLE 13 - UNPAID LEAVE - PUBLIC OFFICE

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Articles 20.4 and 20.5.

ARTICLE 14 - BEREAVEMENT LEAVE (subject to MOU)

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

* Spouse shall include common-law and/or same sex relationships.

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

Every effort will be made by the Employer to grant additional compassionate leave of absence without pay if requested by the employee in writing.

In addition two (20) paid days for travel will be provided to the employee when travel is required.

ARTICLE 15 - COMPASSIONATE CARE LEAVE

1. Family member means
 - a. A member of an employee's immediate family, as defined in the Employment Insurance Act
2. An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after
 - a. The date the certificate is issued, or
 - b. If the leave began before the date of the certificate is issued, the date the leave began
3. The employee must give the employer a copy of the certificate as soon as practicable.
4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins
5. A leave under this section ends on the last day of the week in which the earlier of the following occurs;

- a. The family member dies;
 - b. The expiration of 26 weeks or other prescribed period from the date the leave began
6. A leave taken under this section must be taken in units of one or more weeks.
 7. If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee make take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.

ARTICLE 16 - SPECIAL LEAVE (subject to MOU)

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

- (a) Attend formal hearing to become a Canadian Citizen - one (1) day with pay.
- (b) Paternity leave - one (1) day with pay.
- (c) Marriage of the employee - one (1) day with pay.
- (d) Attend funeral as pall-bearer - one-half ($\frac{1}{2}$) day without pay.
- (e) Sudden or serious illness of a dependent of an employee, when no one at the employee's home other than the employee can reasonably provide for the care of the ill dependent, employees may use up to two (2) consecutive days sick leave at any one time to a maximum of six (6) sick days per year. An employee may be required to substantiate the emergency, and any substantiated abuse of this provision will result in discipline, up to and including dismissal. Time taken under this clause will be deducted from the employee's accrued sick time.

ARTICLE 17 - FAMILY RESPONSIBILITY LEAVE

An Employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to

- (a) The care, health or education of a child in the employee's care, or
- (b) The care of 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.)

ARTICLE 18 - EDUCATIONAL LEAVE

a) Employer Requested Leave

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 traveling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.

The Employer will provide employees who must maintain licensure with two paid days of education per year.

b) Employee Requested Unpaid Leave

An employee may request an unpaid leave of absence of up to two (2) calendar years to take educational courses that have the potential for benefit related to the care of the residents and the employees ability to fully perform the job duties, subject to the following provisions:

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

ARTICLE 19 - HOURS OF WORK AND WORK SCHEDULES

19.01 Continuous Operation

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

19.02 Hours of Work

The hours of work of a regular full-time employee will normally be seven and one-half (7½) hours per day, and a half hour paid meal break on a four on and four off schedule.

19.03 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) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these on the 15th of the month for the next month.
- (c) If the Employer changes a shift schedule without giving a minimum of five (5) calendar days' advance notice, and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates, pursuant to Article 20.
- (d) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.
- (e) Casuals, shall be given forty-eight (48) hours notice of cancellation of shifts that are scheduled up to thirty (30) days in advance for medical reasons. Unscheduled shifts (i.e. call-ins) require notice as early as possible.
- (f) 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

- (g) 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 8.07 (b).
- (h) 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.
- (i) Employees may exchange shifts with the approval of the Employer, provided that advance notice in writing is given and there is no increase in cost to the Employer.
- (j) 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.
- (k) 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 endeavour to reach agreement on work schedules;*

if the Parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an arbitrator.

ARTICLE 20 - OVERTIME

Definition of Overtime

- (a) "Overtime" means work performed by an employee in excess of the hours outlined in Article 19.02.

- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double-time" means employees will be paid at two times (2x) their regular hourly rate

20.01 Call in of Overtime

When a situation occurs that requires the Employer to call in staff at the overtime rates of pay the following process shall be used:

- (a) Staff will indicate to the Employer what overtime shift type (s) he is willing to be call in for at the overtime rates of pay.
- (b) The Employer will the create an overtime call in roster for shift types based on seniority of the staff indicating they want to be called for that shift type.
- (c) Call in for that particular shift will then be done in order of seniority on that overtime call in roster. The call in will start at the top of the list and will continue to the bottom of the list. At that time the call in for overtime shifts for that shift type will again revert back to the top of the list.
- (d) All calls will be recorded in a log book with the date, time and who made the call and an indication of what the overtime shift was.

20.02 Overtime Compensation

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 19.02, or who are requested to work on their scheduled off-duty days, shall be paid:
 - (i) the rate of time and one-half (1½) of their basic hourly rate of pay for the first (1st) four hours (4), and double time (2x) thereafter;
 - (ii) the rate of time and one-half (1½) of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (b) Employees required to work on a scheduled day off shall receive

the overtime rate of time and one-half (1½), but shall not have the day off rescheduled.

- (c) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 20.01, the employee shall be paid overtime at the rate of double rate for all hours worked beyond seven and one-half (7½) in that day.
- (d) Overtime pay shall be paid to the employee in the next pay period in which the overtime was earned except as provided in (e) below.
- (e) At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within sixty (60) calendar days of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the sixty (60) calendar day period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- (f) An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours of work shall be provided with a meal. One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.
 - (i) This clause shall not apply to part-time employees until the requirements of Article 8.07(i) have been met.
 - (ii) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (g) 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.

20.03 Overtime for Part-time Employees

A regular full time employee may choose to work one extra shift in her four (4) on – four (4) off schedule at straight time. A regular part-time employee may choose to work two (2) extra shifts in her two (2) on- four (4) off schedules at straight time. Overtime rates shall apply to hours worked in excess of normal workdays of a full-time employee. Regular employees shall be offered extra shifts based on seniority and before casual employees.

20.04 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.

20.05 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 Director of Care/Person In Charge.

20.06 Call-back

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

ARTICLE 21 - SHIFT PREMIUMS (subject to MOU)

- (a) Employees working the night shift shall be paid a shift differential of fifty cents (50¢) per hour for the entire shift worked.
- (b) Employees working the weekend shift shall be paid a shift differential of eighty cents (80¢) per hour for the entire shift worked.
- (c) Employees working the evening shift shall be paid a shift differential of seventy-five cents (75¢) per hour for the entire shift worked.
- (d) 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.