

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HAVEN HILL RETIREMENT CENTRE**

**AND**



**HOSPITAL EMPLOYEES' UNION**

**August 20, 2010 to June 30, 2014**

# TABLE OF CONTENTS

Contents	Page Number
ARTICLE 1 - PREAMBLE .....	1
1.01 PREAMBLE .....	1
1.02 VARIATIONS .....	1
ARTICLE 2 - DEFINITIONS .....	1
2.01 DEFINITION OF EMPLOYEE STATUS .....	1
2.02 LICENSED PRACTICAL NURSE .....	2
2.03 COMMON-LAW SPOUSE .....	3
2.04 EMPLOYER .....	3
ARTICLE 3 - GENERAL CONDITIONS .....	3
3.01 EFFECTIVE AND TERMINATING DATES .....	3
3.02 LABOUR CODE .....	3
3.03 FUTURE LEGISLATION .....	3
3.04 ARTICLE HEADINGS .....	4
ARTICLE 4 - NO DISCRIMINATION .....	4
4.01 NO DISCRIMINATION .....	4
4.02 HARASSMENT .....	4
4.03 PROCEDURE FOR FILING COMPLAINTS .....	4
ARTICLE 5 - UNION RECOGNITION AND RIGHTS .....	5
5.01 SOLE BARGAINING AGENCY .....	5
5.02 UNION SHOP .....	5
5.03 UNION CHECK-OFF .....	6
5.04 INDUCTION .....	7
5.05 SHOP STEWARDS .....	7
5.06 BADGES AND INSIGNIA .....	8
5.07 BULLETIN BOARDS .....	8
5.08 LEGAL PICKET LINES .....	8
5.09 UNION ADVISED OF CHANGES .....	8
5.10 NOTICE OF UNION REPRESENTATIVE VISITS .....	8
5.11 UNION/MANAGEMENT COMMITTEE .....	9
ARTICLE 6 - MANAGEMENT RIGHTS .....	9
6.01 MANAGEMENT RIGHTS .....	9
6.02 MEDICAL EXAMINATION, VACCINATION AND INOCULATION .....	9

---

ARTICLE 7 - EMPLOYER PROPERTY .....	9
7.01 RETURN OF EMPLOYER PROPERTY ON TERMINATION .....	9
7.02 EMPLOYER TO REPAIR OR INDEMNIFY .....	10
7.03 REIMBURSEMENT OF LEGAL FEES.....	10
7.04 EMPLOYER TO CONTINUE TO SUPPLY TOOLS .....	10
ARTICLE 8 - UNION/MANAGEMENT COMMITTEE.....	10
8.01 COMMITTEE ON LABOUR RELATIONS .....	10
8.02 UNION COMMITTEE .....	10
8.03 UNION/MANAGEMENT MEETINGS.....	11
8.04 COMMITTEE MEETINGS.....	11
ARTICLE 9 - GRIEVANCE PROCEDURE.....	11
9.01 UNION REPRESENTATION .....	11
9.02 GRIEVANCE INVESTIGATIONS .....	12
9.03 RIGHT TO GRIEVE DISCIPLINARY ACTION.....	12
9.03.01 <i>Disciplinary Action Grievable</i> .....	12
9.03.02 <i>Employee Notified of File Documentation</i> .....	12
9.03.03 <i>Removal of Disciplinary Documents</i> .....	12
9.03.04 <i>Introduction of Evidence at Hearing</i> .....	13
9.04 GRIEVANCE PROCEDURE .....	13
9.04.01 <i>Preamble</i> .....	13
9.04.02 <i>Step One</i> .....	13
9.04.03 <i>Step Two</i> .....	13
9.04.04 <i>Step Three</i> .....	14
9.04.05 <i>Canada Post</i> .....	14
9.05 POLICY GRIEVANCE.....	14
9.06 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE .....	15
9.07 REINSTATEMENT OF EMPLOYEES .....	15
9.08 TECHNICAL OBJECTIONS TO GRIEVANCES.....	15
9.09 INDUSTRY TROUBLESHOOTER.....	15
9.09.01 <i>Issues Referred to Troubleshooter</i> .....	15
9.09.02 <i>Roster</i> .....	16
9.09.03 <i>Roles/Responsibilities of Troubleshooter</i> .....	16
9.09.04 <i>Agreed to Statement of Facts</i> .....	16
ARTICLE 10 - EXPEDITED ARBITRATION.....	16
10.01 ROSTER .....	16
10.02 EXPEDITED ARBITRATIONS .....	17
10.02.01 <i>Issues for Expedited Arbitration</i> .....	17
10.02.02 <i>Expedited Schedule</i> .....	17
10.02.03 <i>Location of Hearing</i> .....	18

---

10.02.04	Process.....	18
10.02.05	Agreed to Statement of Facts.....	18
10.02.06	Procedure.....	18
10.02.07	Mediation Assistance.....	18
10.02.08	Issuance of Report.....	18
10.02.09	Status of Report.....	18
10.02.10	Fees.....	19
10.02.11	Authority of Arbitrator.....	19
<b>ARTICLE 11 – ARBITRATION COMPOSITION OF BOARD.....</b>		<b>19</b>
11.01.....		19
11.02	DISMISSAL/SUSPENSION.....	20
11.03	AUTHORITY OF ARBITRATION BOARD.....	20
11.04	TIME LIMIT FOR DECISION OF ARBITRATION BOARD.....	20
11.05	EMPLOYEE CALLED AS A WITNESS.....	21
11.06	ARBITRATION BOARD HEARINGS.....	21
11.07	EXPENSES OF ARBITRATION BOARD.....	21
11.08	REINSTATEMENT OF EMPLOYEES.....	21
<b>ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES.....</b>		<b>22</b>
12.01	EVALUATION REPORTS.....	22
12.02	PERSONNEL FILE.....	22
<b>ARTICLE 13 - PROBATIONARY PERIOD.....</b>		<b>22</b>
13.01.....		22
13.02.....		23
<b>ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE.....</b>		<b>23</b>
14.01	SELECTION CRITERIA.....	23
14.02	QUALIFYING PERIOD.....	23
14.03	TEMPORARY PROMOTION OR TRANSFER.....	24
14.04	RELIEVING IN HIGHER AND LOWER-RATED POSITIONS.....	24
14.04.01.....		24
14.04.02.....		24
14.04.03.....		24
14.05	PROMOTIONS.....	24
14.06	TRANSFERS.....	25
14.07	DEMOTIONS.....	25
14.08	RE-EMPLOYMENT AFTER RETIREMENT.....	26
14.09	RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE.....	26
14.10	SUPERVISORY OR MILITARY SERVICE.....	26
14.11	SENIORITY DATES.....	26
14.12	PREVIOUS EXPERIENCE.....	26

14.12.01.....	26
14.12.02.....	27
14.13 MORE FAVOURABLE RATE OR CONDITION.....	27
14.14 PART-TIME EMPLOYEES .....	27
14.14.01 <i>Qualifying Period</i> .....	27
14.14.02 INCREMENT PROGRESSION.....	27
14.14.03 <i>Seniority</i> .....	27
<b>ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS .....</b>	<b>27</b>
15.01 JOB DESCRIPTIONS.....	27
15.02 NOTICE OF NEW AND CHANGED POSITIONS .....	28
15.03 CHANGES TO EXISTING JOBS .....	28
15.04 NEW OR CHANGED POSITIONS .....	29
15.05 APPEALS.....	30
15.06 PAY ADJUSTMENTS .....	30
15.07 DEFINITIONS .....	31
<b>ARTICLE 16 - JOB POSTINGS AND APPLICATIONS .....</b>	<b>33</b>
16.01 JOB POSTINGS AND APPLICATIONS .....	33
16.02 CHANGE TO START AND STOP TIMES, DAYS OFF AND DEPARTMENT .....	34
16.03 SPECIAL PROJECT VACANCIES .....	35
16.04 APPLICATIONS FROM ABSENT EMPLOYEES .....	35
16.05 TEMPORARY APPOINTMENTS.....	35
16.06 NOTICE TO UNION.....	35
16.07 NOTICE OF SUCCESSFUL APPLICANT.....	35
16.08 GRIEVANCE INVESTIGATION.....	36
<b>ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES.....</b>	<b>36</b>
17.01 TECHNOLOGICAL CHANGE.....	36
17.02 DEFINITION OF DISPLACEMENT.....	36
17.03 BUMPING.....	36
17.04 NOTICE OF DISPLACEMENT.....	37
17.05 REDUCTION IN WORK FORCE .....	37
17.06 LAYOFF NOTICE.....	37
17.06.01.....	37
17.06.02.....	38
17.06.03.....	38
17.08 LABOUR RELATIONS CODE.....	38
<b>ARTICLE 18 - TERMINATION OF .....</b>	<b>38</b>
18.01 EMPLOYER'S NOTICE OF TERMINATION.....	38
18.02 EMPLOYEE'S NOTICE OF TERMINATION.....	39
18.03 EMPLOYMENT ABANDONED .....	39

---

ARTICLE 19 - SCHEDULING PROVISIONS.....	39
19.01 SCHEDULING PROVISIONS .....	39
19.02 UNUSUAL JOB REQUIREMENTS OF SHORT DURATION .....	41
ARTICLE 20 - HOURS OF WORK .....	41
20.01 CONTINUOUS OPERATION .....	41
20.02 HOURS OF WORK .....	41
20.03 REST AND MEAL PERIODS .....	42
20.04 SPLIT SHIFTS .....	43
20.05 PART-TIME EMPLOYEES .....	43
20.06 DAYLIGHT SAVINGS TIME CHANGE .....	43
ARTICLE 21 - OVERTIME.....	43
21.01.....	43
21.02.....	43
21.03.....	43
21.04.....	43
21.05.....	43
21.06.....	44
21.07.....	44
21.08.....	44
21.09.....	45
21.10.....	45
21.11.....	45
ARTICLE 22 - SHIFT PREMIUMS.....	45
22.01.....	45
22.02.....	45
22.03.....	45
ARTICLE 23 - CALL BACK .....	46
23.01.....	46
23.02.....	46
ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT .....	46
24.01.....	46
ARTICLE 25 - ON-CALL DIFFERENTIAL.....	47
25.01.....	47
25.02.....	47

---

ARTICLE 26 - TRANSPORTATION ALLOWANCE .....	47
26.01 .....	47
26.02 .....	47
ARTICLE 27 - STATUTORY HOLIDAYS .....	47
27.01 .....	47
27.02 .....	48
27.03 .....	48
27.04 .....	48
27.05 .....	48
27.06 .....	48
27.07 .....	48
ARTICLE 28 - VACATIONS .....	49
28.01 VACATION ENTITLEMENT .....	49
28.02 VACATION PERIOD .....	50
28.03 SPLITTING OF VACATION PERIODS .....	50
28.04 VACATION PAY .....	51
28.05 VACATIONS NON-ACCUMULATIVE .....	51
28.06 VACATION ENTITLEMENT UPON DISMISSAL .....	51
28.07 REINSTATEMENT OF VACATION DAYS - SICK LEAVE .....	51
28.08 .....	51
28.09 PART-TIME EMPLOYEES .....	51
ARTICLE 29 - COMPASSIONATE LEAVE .....	52
29.01 .....	52
ARTICLE 30 - SICK LEAVE AND WCB .....	52
30.01 .....	52
30.02 .....	52
30.03 .....	52
30.04 LEAVE - WORKERS' COMPENSATION .....	53
30.05 .....	53
30.06 .....	53
30.07 .....	54
30.08 .....	54
30.09 .....	54
30.10 OTHER CLAIMS .....	54
30.11 PART-TIME EMPLOYEES .....	55

---

ARTICLE 31 - EDUCATIONAL LEAVE .....	55
31.01 EMPLOYER REQUESTED LEAVE.....	55
31.02 IN-SERVICE EDUCATION.....	55
31.03 EMPLOYEE REQUESTED LONG TERM LEAVE .....	56
31.04 PAID EDUCATION LEAVE.....	56
ARTICLE 32 - JURY DUTY.....	57
32.01.....	57
ARTICLE 33 - LEAVE – UNPAID.....	57
33.01 UNPAID LEAVE .....	57
33.02 UNPAID LEAVE - AFTER THREE YEARS.....	57
33.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS .....	58
33.04 UNPAID LEAVE - UNION BUSINESS.....	58
33.05 UNPAID LEAVE - PUBLIC OFFICE.....	59
ARTICLE 34 - MATERNITY AND PARENTAL LEAVE .....	59
34.01 MATERNITY LEAVE .....	59
34.02 PARENTAL LEAVE .....	60
34.03 BENEFITS CONTINUATION .....	61
34.04 DEEMED RESIGNATION .....	62
34.05 ENTITLEMENTS UPON RETURN TO WORK.....	62
ARTICLE 35 - ADOPTION LEAVE.....	62
35.01.....	62
ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY .....	63
36.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE .....	63
36.02 AGGRESSIVE PATIENTS/RESIDENTS.....	65
36.03 VACCINATION AND INOCULATION.....	65
36.04 VIDEO DISPLAY TERMINALS.....	65
36.05 TRANSPORTATION OF ACCIDENT VICTIMS.....	66
36.06 WORKING ALONE OR IN ISOLATION .....	66
36.07 EMPLOYEE WORKLOAD .....	66
36.08 VIOLENCE PROGRAM .....	66
36.09 RESPECTFUL WORKPLACE .....	67
36.10 RETURN TO WORK PROGRAMS .....	67
36.11 PAY AND BENEFITS .....	69
36.12 NO ADVERSE EFFECT ON BENEFITS .....	70

---

---

ARTICLE 37 - HEALTH CARE PLANS .....	70
37.01    MEDICAL PLAN .....	70
37.02    DENTAL PLAN .....	71
37.03    EXTENDED HEALTH CARE PLAN .....	71
ARTICLE 38 - LONG-TERM DISABILITY INSURANCE .....	72
ARTICLE 39 - GROUP LIFE INSURANCE .....	72
39.01 .....	72
39.02 .....	72
39.03 .....	72
39.04 .....	72
39.05 .....	72
39.06 .....	72
ARTICLE 40 – PENSION PLAN .....	72
ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE .....	73
41.01 .....	73
ARTICLE 42 .....	73
ARTICLE 43 – VOLUNTEERS .....	73
43.01 .....	73
ARTICLE 44 - PRINTING OF THE AGREEMENT .....	73
44.01 .....	73
ARTICLE 45 - WAGE SCHEDULE, ATTACHMENTS AND ADDENDA .....	74
45.01 .....	74
45.02 .....	74
45.03    WAGE SCHEDULE .....	74
45.04    GENERAL WAGE ADJUSTMENTS – SEE ATTACHED WAGE SCHEDULE .....	74
45.05    INCREMENTS .....	74
45.06    PAY DAYS .....	75
47.07    EFFECTIVE DATE OF WAGES AND BENEFITS .....	76
WAGE SCHEDULE A .....	77
ADDENDUM #1 .....	79
CASUAL EMPLOYEES .....	79
ADDENDUM 2 .....	86
EXTENDED HEALTH BENEFIT – ARTICLE 37.03 .....	86

---

**Contents**

**Page  
Number**

---

ADDENDUM #3.....	91
DENTAL PLAN – ARTICLE 37.02.....	91
ADDENDUM #4.....	96
GROUP LIFE INSURANCE PLAN – SUMMARY – ARTICLE 39.....	96
LETTER OF AGREEMENT.....	97
RE: JOB SECURITY – NO CONTRACTING OUT.....	97
MEMORANDUM OF AGREEMENT #1.....	98
RE: MANUAL LIFTING.....	98
MEMORANDUM OF AGREEMENT #2.....	99
RE: PROFESSIONAL RESPONSIBILITY - LICENSED PRACTICAL NURSE.....	99
MEMORANDUM OF AGREEMENT #3.....	101
RE: SHIFT SCHEDULING AND ROTATIONS FOR LPN'S AND CARE AIDES.....	101
MEMORANDUM OF AGREEMENT #4.....	102
RE: CONVERSION OF SICK LEAVE BANKS.....	102
MEMORANDUM OF AGREEMENT #5.....	103
RE: REGULAR EMPLOYEES WITH MORE THAN TEN (10) YEARS OF SERVICE.....	103
MEMORANDUM OF AGREEMENT #6.....	104
RE: MATERNITY AND PARENTAL SEB PLANS.....	104
MEMORANDUM OF AGREEMENT #7.....	105
RE: ARTICLE 38 - HEALTH CARE PLANS.....	105
MEMORANDUM OF AGREEMENT #8.....	106
RE: EXTENDED HOURS OF WORK.....	106

## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

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

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

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

### **1.02 Variations**

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

## **ARTICLE 2 – DEFINITIONS**

### **2.01 Definition of Employee Status**

#### **(a) Regular Full-Time Employees**

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

accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(b) **Regular Part-Time Employees**

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. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

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

(d) **Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

**2.02 Licensed Practical Nurse**

A Licensed Practical Nurse shall be recognized as one who is in possession of a valid British Columbia Practical Nurse License.

**2.03 Common-Law Spouse**

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

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

**Article 29 - Compassionate Leave**

**Article 37.01 - Medical Plan**

**Article 37.02 - Dental Plan**

**Article 37.03 - Extended Health Care Plan**

**2.04 Employer**

"Employer" means A.C.M.C.J Holdings Ltd. (Haven Hill Retirement Centre)

**ARTICLE 3 - GENERAL CONDITIONS**

**3.01 Effective and Terminating Dates**

The Collective Agreement shall be effective from **August 20, 2010**, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until June 30, 2014, and from year to year thereafter unless terminated by either party on written notice served during the month of March 2014.

**3.02 Labour Code**

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

**3.03 Future Legislation**

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.

- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

### **3.04 Article Headings**

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

This Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to substantive meaning.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia (RSBC 1996, Chapter 210).

### **4.02 Harassment**

The Employer recognizes 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 practiced with respect to any employee for reason of membership or activity in the Union.

### **4.03 Procedure for Filing Complaints**

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in

writing with the Employer or through the Union to the Employer designate.

- (b) If a complaint is registered, it shall be handled in a timely manner in accordance with the Employer's harassment policy dated January 2, 2010.
- (c) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

## ARTICLE 5 - UNION RECOGNITION AND RIGHTS

### 5.01 Sole Bargaining Agency

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

### 5.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of 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 thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 9.04 - Grievance Procedure

Article 9.06 - Dismissal/Suspension for Alleged Cause

Article 18.01 - Employer's Notice of Termination

### **5.03 Union Check-Off**

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

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

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

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

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

Twice every calendar year the Employer shall provide the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer.

Implementation shall be six (6) months following the signing of the Collective Agreement.

**5.04 Induction**

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

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

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

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

**5.05 Shop Stewards**

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

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

**5.06 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

**5.07 Bulletin Boards**

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

**5.08 Legal Picket Lines**

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

**5.09 Union Advised of Changes**

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

**5.10 Notice of Union Representative Visits**

The Union shall provide reasonable notice to the Employer when the Servicing Representative or his/her designated representative

intends to visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

**5.11 Union/Management Committee**

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

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01 Management Rights**

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

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

**6.02 Medical Examination, Vaccination and Inoculation**

An employee may not refuse, without sufficient grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. (See also Article 36.03).

**ARTICLE 7 - EMPLOYER PROPERTY**

**7.01 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The

Employer shall take such action as required to recover the value of articles which are not returned.

**7.02 Employer to Repair or Indemnify**

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the property of an employee while on duty caused by the actions of a patient/resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

**7.03 Reimbursement of Legal Fees**

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

**7.04 Employer to Continue to Supply Tools**

The employer shall continue to supply tools to employees. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

**ARTICLE 8 - UNION/MANAGEMENT COMMITTEE**

**8.01 Committee on Labour Relations**

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

**8.02 Union Committee**

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

**8.03 Union/Management Meetings**

The Union Committee and the Senior Union Official of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 9.04.

**8.04 Committee Meetings**

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

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.04.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

## **9.02 Grievance Investigations**

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

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

## **9.03 Right to Grieve Disciplinary Action**

### **9.03.01 Disciplinary Action Grievable**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

### **9.03.02 Employee Notified of File Documentation**

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.

### **9.03.03 Removal of Disciplinary Documents**

- (a) 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.
- (b) In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30)

days, except for periods of approved vacation and maternity leave.

#### **9.03.04 Introduction of Evidence at Hearing**

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.

### **9.04 Grievance Procedure**

#### **9.04.01 Preamble**

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.

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

#### **9.04.02 Step One:**

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

#### **9.04.03 Step Two:**

The grievance shall be reduced to writing by:

- (1) Recording the 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;
- (3) The grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then:

**9.04.04 Step Three:**

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days.

**9.04.05 Canada Post**

Canada Post strike/lockout will not affect grievance time limits.

**9.05 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, his/her designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

**9.06 Dismissal/Suspension for Alleged Cause**

The Employer will provide to the Union Office, a copy of the letter at the time of the meeting. Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

**9.07 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

**9.08 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

**9.09 Industry Troubleshooter**

**9.09.01 Issues Referred to Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

**9.09.02 Roster**

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

Chris Sullivan  
Joan Gordon  
J. Korbin  
V.L. Ready

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar 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.

**9.09.03 Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

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

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

**9.09.04 Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

**ARTICLE 10 - EXPEDITED ARBITRATION**

**10.01 Roster**

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

1. J. Gordon
2. Chris Sullivan
3. J. McEwen
4. J. Korbin
5. V.L. Ready

## **10.02 Expedited Arbitrations**

### **10.02.01 Issues for Expedited Arbitration**

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

- (1) Dismissals;
- (2) Rejection on probation;
- (3) Suspensions in excess of ten (10) work days;
- (4) Policy grievances;
- (5) Grievances requiring substantial interpretation of a provision of the collective agreement.
- (6) Grievances relating to employment security and matters arising from the report and recommendations of the Industrial Inquiry Commissioner (except where specified otherwise);
- (7) Grievances requiring presentation of extrinsic evidence;
- (8) Grievances where a party intends to raise a preliminary objection;
- (9) Matters arising from the maintenance agreement and classification manual; and
- (10) Grievances arising from duty to accommodate.

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

### **10.02.02 Expedited Schedule**

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

**10.02.03 Location of Hearing**

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.

**10.02.04 Process**

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

**10.02.05 Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

**10.02.06 Procedure**

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.

**10.02.07 Mediation Assistance**

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

**10.02.08 Issuance of Report**

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

**10.02.09 Status of Report**

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.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

**10.02.10 Fees**

The parties shall equally share the costs of the fees and expenses of the arbitrator.

**10.02.11 Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

**ARTICLE 11 – ARBITRATION COMPOSITION OF BOARD**

**11.01** Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration.

In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

1. J. Gordon
2. J. Korbin
3. D. McPhillips
4. J.E. Dorsey
5. V.L. Ready

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

The decision of the said arbitrator, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

**11.02 Dismissal/Suspension**

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

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named above in 11.01.

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

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

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

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

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

**11.03 Authority of Arbitration Board**

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

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

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a

decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

**11.05 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 and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, 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.

**11.06 Arbitration Board Hearings**

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

**11.07 Expenses of Arbitration Board**

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

**11.08 Reinstatement of Employees**

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

## **ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES**

### **12.01 Evaluation Reports**

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

### **12.02 Personnel File**

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

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

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

## **ARTICLE 13 - PROBATIONARY PERIOD**

**13.01** For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month

provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

#### **ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE**

##### **14.01 Selection Criteria**

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

##### **14.02 Qualifying Period**

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

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned 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 perquisites.

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

**14.03 Temporary Promotion or Transfer**

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

**14.04 Relieving in Higher and Lower-Rated Positions**

**14.04.01**

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

**14.04.02**

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

**14.04.03**

Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for his/her classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

**14.05 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 day in the new job and further increment increases shall become effective on the established increment date.

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

#### **14.06 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.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of his/her prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of his/her prior job.

#### **14.07 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with 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 this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

**14.08 Re-employment After Retirement**

Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.

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

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

**14.10 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.

**14.11 Seniority Dates**

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

**14.12 Previous Experience**

**14.12.01**

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

**14.12.02**

A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

**14.13 More Favourable Rate or Condition**

No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

**14.14 Part-Time Employees**

**14.14.01 Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

**14.14.02 Increment Progression**

Based on calendar length of service with the Employer.

**14.14.03 Seniority**

Applicable on a proportionate basis. [See also Casual Addendum 12(c)].

**ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS**

**15.01 Job Descriptions**

- (1) The job descriptions which are in existence on the date of this agreement agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.

- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (4) Each regular employee shall be provided with a copy of the agreed to job description for his/her position.

## **15.02 Notice Of New And Changed Positions**

### **Establishment of New Jobs**

- (1) Prior to the establishment of a new job, the Employer shall:
  - (a) Write a new job description;
  - (b) Classify the new job in relation to the existing class specifications; and
  - (c) Assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.
- (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
- (4) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

## **15.03 Changes to Existing Jobs**

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be

significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.

- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
  - (a) Revise the permanent job description or write a new job description; and
  - (b) Classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

#### **15.04 New or Changed Positions**

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position he/she shall be displaced by the service of an appropriate notice to that effect.
- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2)

indicating in what manner his/her position has changed and why he/she thinks the job description to which his/her position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the Union.

- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

#### **15.05 Appeals**

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days. If the Employer's written response is not provided within the time limit, the Union may, within a further thirty (30) days, refer the dispute to Arbitration.
- (2) Within fifteen (15) days of receiving the Employer's written response, the Union will notify the Employer whether the Employer's written response is acceptable. If the Employer's written response is not acceptable, the parties shall meet within a further fifteen (15) days to disclose fully each party's case and to seek to resolve the dispute. Each party will set out for each grievance its understanding of the matter in dispute. The parties will seek to narrow the issues of fact in dispute and will conclude agreements on fact to the degree that they can agree. If the parties are unable to resolve the dispute, either party may, within a further period of thirty (30) days, refer the dispute to Arbitration for a final and binding decision.

#### **15.06 Pay Adjustments**

- (1) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give him/her a monthly increase and the increment anniversary shall be that date.
- (2) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (3) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (4) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of his/her prior job, and shall receive fifty per cent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served pursuant to Section 8.1 shall be covered by this provision.

#### 15.07

#### Definitions

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.
- (2) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those

additional duties which fall within the character of work as defined by the job description.

## ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

### 16.01 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above, if a temporary absence is one of less than sixty (60) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:
  - (i) Where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2<sup>nd</sup>) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made.
  - (ii) By employees registered for casual work in accordance with the casual addendum.

- (iii) In cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to seven (7) days.
- (d) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if he/she is also registered for casual work.

- (e) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (f) Where the local agreement covering access to work by part-time employees (former "15.01c") does not contain a termination clause, the agreement may be terminated on giving of six (6) months' notice by either party.
- (g) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

## **16.02 Change to Start and Stop Times, Days Off and Department**

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).

**16.03 Special Project Vacancies**

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the collective agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

**16.04 Applications from Absent Employees**

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.

**16.05 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01 above.

**16.06 Notice to Union**

Two (2) copies of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

**16.07 Notice of Successful Applicant**

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

## **16.08 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

## **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **17.01 Technological Change**

#### **Preamble**

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

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

### **17.02 Definition of Displacement**

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 department in which he/she is employed.

### **17.03 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does no effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

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

#### **17.04 Notice of Displacement**

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

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 Local designate.

#### **17.05 Reduction In Work Force**

In the event of a reduction in the work force, the Employer shall first canvass employees for voluntary layoff. If there are no employees interested in voluntary layoff, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

#### **17.06 Layoff Notice**

##### **17.06.01**

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

- (a) Less than two (2) years' seniority – thirty-one (31) calendar days;
- (b) Two (2) or more years' seniority but less than three (3) years' seniority - two (2) months;
- (c) Three (3) or more years' seniority but less than four (4) years' seniority - three (3) months;
- (d) Four (4) or more years' seniority but less than five (5) years' seniority - four (4) months;
- (e) Five (5) or more years' seniority - six (6) months.

**17.06.02**

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

**17.06.03**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.03 of this Agreement.

**17.07 Labour Relations Code**

The present agreement fulfils the requirements of Section 54 of the *Labour Relations Code*. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the Union agrees that the present agreement gives notice of technological change and complies with the notice periods in the agreement. The present agreement satisfies any other requirement of technological change or the *Employment Standards Act* (group terminations). There are no other tests regarding change.

**ARTICLE 18 – TERMINATION OF EMPLOYMENT**

**18.01 Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

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

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%); for example:

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

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

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

## **18.03 Employment Abandoned**

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

## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01 Scheduling Provisions**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.

- (iii) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven (7) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 17. The new work schedule will then be posted in accordance with Article 19.01 (a) (i).
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) 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 21. Notice of the change shall be confirmed in writing as soon as possible.