

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

COURTYARD GARDENS HOLDING LIMITED

MARCH 1, 2011 - FEBRUARY 28, 2014

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MEMORANDUM OF AGREEMENT

BETWEEN:

COURTYARD GARDENS HOLDINGS LIMITED

AND:

HOSPITAL EMPLOYEES' UNION, representing the Employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.

ARTICLE 1 - PREAMBLE

The parties wish to make provision herein for the orderly and speedy consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the resolution of grievances, with respect to the Employees of the Employer for whom the Union has been certified as bargaining agent;

It is also agreed by the parties to this agreement that an efficient operation, and a high standard of service, must be maintained;

Therefore the parties agree each with the other as follows:

1.01 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- (b) The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment and other types of harassment as are prohibited by the *Human Rights Code*, by employees, including management employees.

The Employer will take appropriate action where such harassment is found to exist.

- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or

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 8.02 - Grievance Procedure

Article 8.03 - Dismissal/Suspension for Alleged Cause

Article 20.01 - Employer's Notice of Termination

2.03 Union Check-Off

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

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

The Employer shall show Union Deductions on the Employees T4.

The Employer agrees to sign into the Union all new Employees whose jobs are in the bargaining unit, in accordance with the provisions of Article 2.02.

Twice every calendar year the Employer shall provide two copies to the Secretary Treasurer of the Local, a list of all Employees in the bargaining unit, their job titles, and addresses and phone numbers known to the Employer.

2.04 Induction

The Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired at some point during the

ARTICLE 3 - DEFINITIONS

For the purpose of this Agreement:

1. "Employer" Courtyard Gardens Holdings Limited
2. "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union."
3. "Bargaining Unit" is the unit comprised of all Employees of the Employer described in Article 2.01.

4. Practical Nurse

A Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and/or holds a valid British Columbia Practical Nurse License.

5. 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 32.01 - Compassionate Leave
- Article 40.01 - Medical Plan
- Article 40.02 - Dental Plan
- Article 40.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The management of the Employers business and the direction of the Employees including their hiring, firing, promotion is vested exclusively with the Employer except as may be otherwise specifically provided in this agreement. Without limiting the generality of the above, it is the Employer's right:

- a) to establish standards, policies, and procedures not inconsistent with the provisions of this Agreement. A copy shall be supplied to the Union committee in advance of the new policy or amendment becoming effective. Any new policy, or amendments will then be communicated to employees, with a copy posted on the employees' bulletin board;
- b) to maintain efficiency;

7.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer and/or the Secretary-Business Manager, 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.

7.03 Union/Management Meetings

The Union Committee shall, as occasion warrants, meet with the Employer 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 renegotiations relative to this agreement and the Schedules which are part thereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievance of a general nature may be initiated by a member of the Union Committee in Step Two of the grievance procedure outlined in Article 8.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No Union Steward, or Employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Employee-Union Steward discussions shall take place where resident service is not affected. Union Stewards shall be permitted to represent an employee's interest without loss of pay, when such meetings are scheduled during the Union Steward's hours of work.

8.02 Grievance Procedure

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

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 Employer 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 Industry Troubleshooter or Arbitration within thirty (30) calendar days.

- d) The time limits may be changed by mutual agreement of the parties. Where the grievance is not forwarded to the next stage of the grievance procedure within the time limits as outlined, it shall be deemed to have been withdrawn unless reasonable arguments for the delay are presented.
- e) General/Policy Grievance
Where either party to this agreement disputes the general application, interpretation or operation of this Collective Agreement, that party will advise the other party. The grieving party would advise the other, in writing, of the nature of the grievance, the circumstances as applicable, and the Article number/s alleged to be violated. Failing a resolution within 14 days of the receipt of the correspondence, the dispute may be submitted at Step 3 of the grievance procedure.

8.03 Dismissal/Suspension for Alleged Cause

Employees who are dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to Step 3.

An employee has the right to grieve any discipline.

Any discipline 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.

8.04 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the terms of the Collective Agreement, H. Mahil, Q.C.; V.L. Ready; J. Korbin; R. Germaine; J. Baigent; C. Taylor; J. McEwen; M. Jackson; J. Dorsey; or a substitute agreed to by the Parties, shall at the request of either party:

- 11) The expedited arbitrators, who shall act as sole arbitrators, shall be John Baigent; J.E. Dorsey; Rod Germaine; H. Mahil, Q.C.; Marguerite Jackson; Judi Korbin; J. McEwen; V.L. Ready; Colin Taylor.

The party referring the grievance to arbitration will select three individuals from among those listed, and provide those names to the second party. The second party may either select one of the three individuals as the arbitrator, or select three other individuals from among those listed. In the event the parties continue to disagree, the Chair of the Labour Relations Board of British Columbia will be requested to appoint the Chair from among the remaining three (3) names.

- 11) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9, excepting Article 9.03.
- 12) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 9 - ARBITRATION

9.01 (a) Composition of the Board

Should the parties fail to settle a grievance, such grievance, including any question as to whether any matter is arbitrable, may be referred to an arbitration Board composed of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

One (1) member is to be appointed by the Employer, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) appointees. Failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis outlined below.

Panel of Arbitrators

1. J. Baigent
2. J.E. Dorsey
3. R. Germaine
4. H. Mahil
5. M. Jackson, Q.C.
6. J. Korbin

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 9 excepting Article 9.03.

9.02 Powers of the Board

No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

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

The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement.

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.

9.03 Authority of Arbitration Board

A Board of Arbitration established under this Article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be

10.04 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 8.02 - 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.

ARTICLE 11 - INCREMENTS

- 11.01** Regular full-time and regular part-time Employees shall move to the increment step indicated by calendar length of service with the Employer.
- 11.02** All Employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
- 11.03** Casual Employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 Calculation of Seniority, Probationary Period

For the lesser of 60 shifts worked, or three months, a newly hired employee shall be a probationary employee. An employee's suitability for seniority rated employment will be determined during probation, provided that the factors involved in suitability could reasonably be expected to affect work performance. Employees terminated during the probationary period are subject to a lesser standard of just cause than a seniority rated employee.

- 12.02** 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 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 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

14.02 Qualifying Period

If a regular Employee is promoted, voluntarily demoted, or transferred to a job covered by the terms of this Agreement, such Employee shall be considered a "qualifying employee" for a period of the lesser of 60 shifts worked, or three months. If the Employee is found by the Employer to be unsatisfactory during this period, or if the Employee requests to be returned to his/her former position during this period, he/she shall be returned to his/her former position and rate of pay, without loss of seniority or benefits, and all other Employees who have changed status as a result of the initial change shall likewise return to their former status.

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 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 earned up to the date of retirement shall be continued or reinstated.

14.05 Supervisory Service

It is understood 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.

14.06 Seniority Dates

Seniority lists shall be reviewed and posted every six (6) months. Such seniority dates shall be subject to correction for error on proper representation by the Union, within two (2) months of the Union's receipt of the seniority dates. Upon request, the Employer agrees to make available to the Union the seniority dates of any Employees covered by this Agreement.

they will be absent from work during the time of posting, in advance of their leaving, stating the job(s) they would be interested in applying for should a vacancy or new job occur during their absence.

- d) 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.
- e) The Employer agrees to supply to the Union the name of all applicants for a vacancy or new position in the course of a grievance investigation.
- f) When an employee transfers to a new job through a job posting, or is transferred, she will be paid as follows:
 - i) if the new job has a higher pay scale, the employee will start at the first step on the new scale which represents an increase.
 - ii) if the new job has a lower pay rate, the employee will start at the step on the new, lower pay scale, which she had reached on his/her old job.
- g) Notwithstanding any other part of this Article, if a temporary vacancy arising from the absence of a regular employee has an anticipated duration of 60 days or more, the vacancy 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.

It is understood and agreed that all employees, full-time, part-time and casual, who accept temporary positions have an obligation to complete the assignments and are expected to be available to work the entire period of those assignments. The Employer will endeavor to accommodate reasonable requests for vacation time that has been pre-approved prior to the start of the temporary assignment.

If the temporary vacancy is for less than sixty (60) calendar days, the position shall not be posted, and instead shall be filled as follows:

- i) Where practical by qualified regular employees who have indicated in writing their desire to work in such position. The selection process shall be consistent with Article 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee, the proposed move shall not be made.

classification and wage rate by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects to the classification and wage rate, it shall provide reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further sixty (60) days the issue will be put to expedited arbitration in accordance with the provisions of Article 8.04.

If the classification and/or wage rate established by the Employer for such new position are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

17.02 Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects to the classification and wage rate, it shall supply specific reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further sixty (60) days, the issue will be put to expedited arbitration in accordance with the provisions of Article 8.04.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble

The intent 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.

to Training and Skill Upgrading for the following purposes:

- (1) for planning training programs for those Employees affected by technological change;
- (2) for planning training programs to enable Employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those Employees affected by new methods of operation;
- (4) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions.

ARTICLE 19 - REDUCTION IN WORK FORCE

19.01 A layoff of Employees shall be made on the basis of seniority, based on an integrated seniority list provided the remaining Employees possess the ability and qualifications to do the remaining work. The first to be laid off are probationary Employees followed by those who work casual or relief shifts. No agency or new hires will be used when there is an Employee on layoff provided that the Employees on layoff will meet the staffing requirements of the facility.

Recall to a regular part-time or full-time position shall be in reverse order of seniority provided the remaining Employees possess the ability and qualifications to do the work available. An Employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within fourteen (14) days unless otherwise agreed.

19.02 The Employer and the Union will meet and discuss the layoffs at the earliest opportunity. The discussion will include the service which the facility will undertake after the layoff. 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:

Up to and including two years of service	-	28 calendar days
Three years of service	-	35 calendar days
Four years of service	-	42 calendar days
Five years of service	-	49 calendar days
Six years of service	-	56 calendar days

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 worked and must not include vacation time.

ARTICLE 21 - SCHEDULING PROVISIONS

21.01 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) The Employer will not alter the posted schedule without the mutual agreement of the Employees affected.
- 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, unless mutually agreed otherwise.
- c) Except where mutually agreed between the Employee and General Manager, shift schedules shall be arranged so that an employee:
 - (i) is not scheduled to work more than six (6) consecutive days;
 - (ii) employees will have, as far as possible, every third weekend off;
 - (iii) employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays.
- d) Employees will be allowed to exchange shifts with other Employees for personal convenience under the following conditions:
 - (i) The Employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
 - (ii) The Employee being replaced must be replaced by another Employee appropriately qualified, as determined by the General Manager or designate; and

22.02 Hours of Work

The hours of work for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven and one-half (7-1/2) hours per day, [average of thirty-five (35) hours up to thirty-seven and one half (37-1/2) hours per week], or an equivalent mutually agreed to by the Employer and the Union.

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

22.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift, not to exceed fifteen minutes each. Employees working less than a full shift shall receive one (1) rest period of fifteen minutes.

(b) Meal Periods

Employees working shifts of longer than five (5) hours shall receive a one-half (1/2) hour unpaid meal break.

22.04 Split Shifts

No split shifts shall be worked except in cases of emergency.

22.05 Part-Time Employees

The parties recognize part time employees are required if the Employer is to provide services in an efficient fashion, and accommodate work schedules.

The parties also recognize there are a number of advantages to combining part time positions so as to create full time positions, and the Employer is free to do so.

The Union is free to suggest any specific action, and the Employer undertakes to give serious consideration to any such suggestion.

ARTICLE 23 - OVERTIME

23.01 a) The following are definitions of usual full-time work:

- (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 workday.

23.05 Overtime is not mandatory, and may be refused by an employee, except in the case of an emergency.

Where an Employee does not agree that an emergency exists, he/she shall work the overtime and may file a grievance later.

23.06 An Employee working less than the normal hours per day as outlined in Article 23.01 above, who is asked by his/her supervisor to work additional hours, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours of work per day of a full-time employee.

23.07 An Employee working less than the normal hours per week, as outlined in Article 23.01 above, who is asked by his/her supervisor to work additional hours, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours of work per week of a full-time employee.

23.08 An employee required to work overtime following his/her regularly scheduled shifts 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 of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS

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

Employees working the evening shift will be paid a shift differential of fifty (\$0.50) per hour for the entire shift worked between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours).

24.02 Employees shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 11:00 p.m. Friday and 11:00 p.m. Sunday.

24.03 Evening shifts will be defined as any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours) and night shift as any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

- 28.03** 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.

ARTICLE 29 - TRANSPORTATION ALLOWANCE

- 29.01** An Employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-one cents (\$.41) per kilometer.

ARTICLE 30 - STATUTORY HOLIDAYS

30.01 Statutory Holidays

Employees are entitled to a total of eleven (11) holidays in a calendar year, inclusive of statutory holidays. If other holidays are proclaimed or declared by either the Provincial or Federal governments, they will replace one of the existing non-statutory holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Employee "Float Day"

Employees shall have the option of working up to two statutory holidays in exchange for up to two paid days off to observe as religious / cultural holidays.

The application of this Article is to be addressed at the local level.

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

- less than 2 years' continuous service - 15 work days' vacation / 6% of earnings.
- 2 years' or more of continuous service - 20 work days' vacation / 8% of earnings.
- Six (6) years - 21 work days - eight point four percent (8.4%).
- Seven (7) years - 22 work days - eight point eight percent (8.8%).
- Eight (8) years - 23 work days - nine point two percent (9.2%).
- Nine (9) years or more - 24 work days - nine point six percent (9.6%).
- Ten (10) years or more - 25 work days - ten percent (10%)

This provision applies when the qualifying date occurs before June 1st in each year.

31.02 Vacation Period

Requests for vacation to be taken in the months of June, July and August must be in by April 15 of each year. The choice of vacation periods shall be granted to Employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department. Requests for vacation in June, July or August, and which requests are not in by April 15, or requests for vacation in other months, will be considered in the order in which they are received.

At least sixty percent (60%) of the Employees shall, if they so request, and subject to the facility's need to provide service, be scheduled and granted vacations during the months of June, July, August and September.

31.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days vacation or more shall be granted in one (1) continuous period, but may, upon request from the employee, be divided into as many as four (4) periods, subject to the approval of the Employer, and may, where operational requirements allow, and again subject to the approval of the Employer, be divided into as many as six (6) periods.

31.07 Reinstatement of Vacation Days - Sick Leave

In the event an Employee is sick or injured prior to the commencement of his/her vacation, such Employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the Employee and by mutual agreement, or shall be reinstated for use at a later date.

31.08 Employees who have commenced their annual vacation shall not be called back to work.

ARTICLE 32 - COMPASSIONATE LEAVE

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

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

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

ARTICLE 33 - PAID LEAVE

33.01 Employees are provided a system of paid leave. This system is provided as an alternative to paid sick leave.

33.02 Employees, who have completed probation, shall be paid \$0.65 per hour worked.

Effective March 1, 2011, the payment is increased to seventy-five cents (\$.75).

Effective March 1, 2012, the payment is increased to seventy-six cents (\$.76).

Effective March 1, 2013, the payment is increased to seventy-eight cents (\$.78).

This payment is in lieu of any form of Employer paid sick leave.

(7) work days from such an Employee explaining his/her condition, he/she shall be removed from the payroll.

ARTICLE 35 - EDUCATIONAL LEAVE

35.01 Leave of absence without loss of pay, seniority and all benefits shall be granted to Employees whenever the Employer requests, in writing, that the Employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

35.02 The parties recognize the value of in-services and of encouraging employees to participate in in-services. Employees directed by the Employer to attend in-service seminars, including staff meetings, shall receive regular wages while attending such in-services or meetings.

35.03 After three (3) years' continuous service, an Employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The Employee shall give the longest possible advance notice in writing. Where an Employee requests an unpaid leave of absence in excess of four (4) calendar months, such Employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) 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.
- (c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 36 - JURY DUTY

36.01 An Employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense, other than in a civil proceeding (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The Employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The Employee shall not be required to turn over allowances received for traveling and meals.

attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to Employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to Employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 9.04, 9.05, 13.01, 13.02, 54.01.
- (e) Every effort will be made by the Employer to retain Employees on unpaid leave of absence for Union business on the Employer's payroll and where such Employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to Employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
 - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

37.05 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 subject to the following provisions:

- (c) If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- 5) A request for a shorter period under subsection 1(c) must:
 - (a) Be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
 - (b) If required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

38.02 Parental Leave

- 1) An employee who requests parental leave under this section is entitled to:
 - (a) For a birth mother who takes leave under section 38.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 38.01 unless the Employer and the employee agree otherwise.
 - (b) For a birth mother who does not take leave under section 38.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
 - (c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - (d) For an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3) A request for leave must:
 - (a) be given in writing to the Employer,

ARTICLE 40 - HEALTH CARE PLANS

Coordination of Benefits

Where the eligible employee is insured for similar benefits under more than one plan they will be required to follow the co-ordination of benefits as outlined by the carrier.

Change in Carrier

The Employer will provide the Union with thirty (30) days notice of any change in carrier.

Any new carrier must provide the specific benefits set out in this Collective Agreement, and do so in substantially the same manner as the previous carrier.

40.01 Medical Plan

Eligible Employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

The Employer shall pay one hundred (100%) of the premium for all employees who are regularly scheduled to work an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

Effective January 1, 2012, the Employer shall pay ninety percent (90%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

Membership shall be a condition of employment for eligible Employees who shall be enrolled for coverage following the completion of three (3) months' employment, other than for Employees who are otherwise covered by a Medical Plan.

40.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan, including periodontics, sixty percent (60%) of the costs of the extended plan, including endodontics, and fifty percent (50%) of the costs of the orthodontic plan. An employee is eligible for orthodontic services after twelve (12) month's participation in

- Coverage available following 12 months of participation in the major restorative program
- Coverage limited to teeth extracted while insured under this program
- Nil deductible
- 50% co-insurance
- \$1,500 maximum per person per calendar year
- All employees currently participating in the existing dental plan must participate in the amended benefit plan and must pay the full additional cost of these amendments, notwithstanding any other provision under this sub-article.
- Current additional monthly premiums:
 - Single - \$ 6.83
 - Family- \$15.29

Premiums subject to change.

40.03 Extended Health Care Plan

- (a) The Employer will provide extended health care coverage for prescription drugs, semi-private hospitalization, medical services and supplies and professional services for employees and their families.

The Employer shall pay one hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

Effective January 1, 2012, the Employer shall pay ninety percent (90%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

- (b) A vision care benefit of \$250 every 24 months is provided.

- 42.07** The Employer shall pay one hundred percent (100%) of the premium for all employees who are regularly scheduled to work on an average of thirty (30) hours per week or more. The Employer shall pay eight-five percent (85%) of the premium for all employees who are regularly scheduled to work less than thirty (30) hours per week.

ARTICLE 43 - PENSION

- 43.01** Regular Employees shall be covered by a Pension Plan as outlined in the Addendum – Pension Plan. The pension scheme shall consist of the Employer matching Employee contributions to a maximum of three percent (3%) of the Employees' regular wages.

- 43.02** The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical coverage. In the event that Extended Health Benefits or a Dental Plan becomes available to retirees under the present pension scheme, the Employer will render the same assistance with respect thereto at the point of retirement. It is understood that this shall be at no cost to the Employer.

ARTICLE 44 - UNIFORMS

44.01 Uniforms

The Employer shall supply and maintain uniforms for Employees who are required to wear same.

44.02 Joint Committee on Uniforms

Concerns in respect to uniforms may be discussed in Committee under Article 7.

ARTICLE 45 - PREVIOUS EXPERIENCE

- 45.01** 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.

- 45.02** 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.

ARTICLE 52 - EMPLOYER PROPERTY

- 52.01** 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.
- 52.02** Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an Employee while on duty caused by the actions of a patient, provided such personal property is an article of use or wear of a type suitable for use while on duty.
- 52.03** Where an Employee is charged with an offense 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.
- 52.04** The practice of the Employer supplying tools to Employees shall continue. 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 53 - VACCINATION AND INOCULATION

- 53.01** Any employee refusing, without sufficient medical grounds, to undergo vaccination, inoculation, or other immunization when required, places the residents at risk, and in the event of an outbreak, may be denied access to the workplace.
- 53.02** The parties agree to certain measures intended to minimize an employee's risk of contracting an infectious disease through resident contact.

As a general matter, the Employer will educate staff as to the reasonable precautions staff can take to minimize the spread of any infectious disease. This education will include in-services, and the provisions of materials, in writing and otherwise, for staff education.

As a specific matter, and where an individual resident or residents have an infectious disease which would reasonable put an employee at risk, the following will apply.

Those staff who would be at risk will be advised of the nature of the risk, and any precautions or practices necessary.

safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee.

- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant Employees as far as occupational health and safety matters are concerned.

54.02 Aggressive Patients/Residents

When the Employer is aware that a patient/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to a patient's/resident's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents. It is understood that this provision is at no cost to the Employer.

ARTICLE 55 - CONTRACTING OUT

- 55.01** The Employer agrees that it will not contract out bargaining unit work that will result in the lay-off of Employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions it intends to contract out after the date of signing this collective

- (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 9 of the Collective Agreement.

ARTICLE 61 - EFFECTIVE AND TERMINATING DATES

61.01 Effective and Terminating Dates

The effective and terminating date to provide that the agreement shall be effective from March 1, 2011 to February 28, 2014 and from year to year thereafter unless terminated by either party on written notice served during the month of November or, if not so terminated, in the month of November in any succeeding year.

If a notice is not given under the above paragraph by either party 90 days or more before the expiry of the agreement, both parties shall be deemed to have given notice to bargain 90 days before the expiry.

61.02 Effective Date of Wages and Benefits

All non-compensatory provisions, wages and benefits shall be effective as of the signing of the revised Collective Agreement.

61.03 Retroactivity

All current bargaining unit employees, as of the date of ratification by the Union, shall be paid retroactivity for all hours worked since March 1, 2011.

61.04 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.

ARTICLE 62 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

62.01 Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

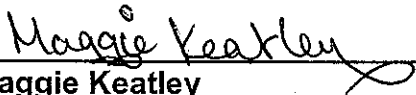
SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION



Elaine Whitelocke
Director, Employee Relations



Susan Fisher
Coordinator Organizing and Private
Sector Bargaining



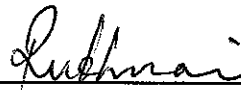
Maggie Keatley
General Manager



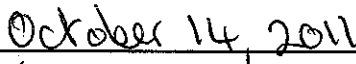
Laurel Albina
Bargaining Spokesperson



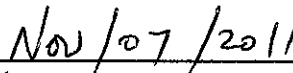
Polly Sahota
Bargaining Committee



Rukhmani Gaunder
Bargaining Committee



Date



Date

To qualify for a disability benefit, the employee must be totally disabled, as the result of an accident or an illness, for a period of 119 days.

If the employee remains totally disabled, the disability benefit will be paid for a maximum for two (2) years or to age 65, whichever occurs first.

3. TOTAL DISABILITY DEFINED

"Totally disabled" as used in this Plan, means, during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as the result of bodily sickness or injury, to engage in his/her normal occupation.

4. INTEGRATION WITH OTHER DISABILITY INCOME

The Disability Benefit which is payable shall be reduced by any disability benefit the employee is entitled to receive from the Canada Pension Plan and Workers' Compensation Board.

5. TERMINATION OF BENEFIT

The Disability Benefit will terminate at the end of the twenty-four (24) month period.

Disability payments will terminate prior to the end of the twenty-four (24) month benefit period.

- a) If the employee does not provide the Carrier with proof of disability.
- b) When they are no longer disabled.
- c) When they reach the termination age.
- d) In the event of the employee's death.

6. PREMIUM

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

7. CLAIMS ADJUDICATION AND APPEAL

The insurance carrier will adjudicate, and as appropriate, pay claims. If a claim is denied, the employee may appeal the denial with or without the assistance of her Union. An appeal will be considered by a panel of three physicians. One physician will be chosen by the Employee/Union and the second by the Employer. The third

ADDENDUM - PENSION PLAN

1. TYPE OF PLAN

The Plan will be a Defined Contribution Pension Plan.

2. ELIGIBILITY

All regular full-time and regular part-time employees, upon completion of six (6) calendar months of employment, shall be enrolled in the Plan.

3. CONTRIBUTIONS

a) Rate

Each employee shall elect a contribution level of 1% of regular earnings or 2% of regular earnings or 3% of regular earnings.

The Employer shall match the employee's contribution.

An employee can elect to change his/her contribution level in January of each year.

An employee may elect to make voluntary contributions to the Plan.

Voluntary contributions are not matched by the Employer.

b) Allocation

Contributions and interest earnings will be allocated to each member.

c) Investment

Money contributed to the Plan is invested in investments provided by Manulife Financial.

4. VESTING

Employer contributions will be immediately vested in the employee.

8. PAYMENT TO ESTATE

If the employee dies before retirement, the total value in the accounts with respect to contributions made will be paid to the spouse. The spouse may choose to receive payment as a lump sum or as a pension. If the employee does not have a spouse or the employee and the spouse have waived their right to a death benefit, the death benefit will be paid in a lump sum to the named beneficiary.

9. PENSION STATEMENT

Once a year, the employee will receive an "Annual Benefit Statement" that shows the value of contributions made to the plan to date. About 45 days before retirement, the employee will receive a statement outlining his/her options and the amount of pension available to him/her. If the employee requires a statement at any other time, it will be provided upon request.

respect of which there is no present regular incumbent. Upon completion of an assignment a casual Employee shall be reverted to the casual list.

- (b) Where a job posting is filled by a casual Employee under Section 3 and the casual Employee occupies the position for six (6) months or more, he/she will be entitled to reimbursement for monthly benefit premiums paid by the Employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty (30) days in the position.

In any event, after the casual Employee has filled the position for a period of six (6) months, the casual Employee shall be enrolled in the benefit plans listed below:

- Section 40.01 - Medical Plan
- Section 40.02 - Dental Plan
- Section 40.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
- (ii) the casual Employee is no longer working in the posted position.

5. Casual Employees are entitled to all benefits of the Collective Agreement except the following:
- (1) Article 12 - Probationary Period;
 - (2) Sections 14.02, 14.03, 14.04 and 14.05 of Article 14 - Seniority;
 - (3) Section 15.01(l) of Article 15 - Job Postings and Applications;
 - (4) Article 18 - Technological, Automation and Other Changes;
 - (5) Article 19 - Reduction in the Work Force;
 - (6) Article 20.01 - Notice of Termination;
 - (7) Article 21 - Scheduling Provisions; except for 21.01(e), and by reference only 21.01(d);
 - (8) Sections 23.07 and 23.08 of Article 23 - Overtime;

-
- (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the Employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the Employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) If the casual Employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior Employee registered in that job classification and so on until a casual Employee is found who is ready, willing and able to work.
 8. Casual Employees shall not be dismissed except for just and proper cause.

If a casual employee repeatedly declines work opportunities or does not make his/herself reasonably available for work during a ninety (90) consecutive calendar day period, then such casual employee shall be considered to have resigned their employment. This does not apply if the casual employee has sought and obtained, in writing, the Employer's approval to be unavailable for a longer period of time.
 9. Casual Employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual Employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
 10.
 - (1) The master casual Employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual Employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual Employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (3) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
 - (a) of the master casual seniority list; and

enroll if the Employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.

15. A regular Employee who is laid off shall be entitled as of right to transfer to casual status. Other regular Employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such Employees shall be entitled only to such benefits as are available to casual employees. Such Employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
 - (1) to determine the number of days worked, take the number of calendar days between the Employee's seniority date and the date of transfer; and then
 - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point five (7.5).
16. Regular/Part-time Employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a Regular/Part-time Employee registered under this section conflicts with a casual assignment, the Regular/Part-time Employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the Employee shall be relieved of his/her regular schedule at the option of the Employee. All time worked shall be credited to the Employee.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees may be used by regular part-time Employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the Employee has not yet commenced.
17. Casual Employees shall move to the increment step indicated by accumulated hours of service with the Employer.
18. In the event that a casual Employee is scheduled to work and cannot work for a reason which gives rise to compassionate leave as described in Article 32, the casual Employee is entitled to paid leave for those scheduled work days missed to a maximum of three consecutive days.

COURTYARD GARDENS - WAGE SCHEDULE

		<i>Current</i>	Mar-01 2011	Sept-01 2011	Mar-01 2012	Sept-01 2012	Mar-01 2013	Sept-01 2013
			1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Personal Services Attendant	Start	19.57	19.77	19.96	20.16	20.36	20.57	20.77
Night Attendant	1 Year	20.03	20.23	20.43	20.64	20.84	21.05	21.26
Health Care Attendant	2 Year	20.63	20.84	21.04	21.26	21.47	21.68	21.90
Recreation Attendant								
Chef	Start	21.82	22.04	22.26	22.48	22.71	22.93	23.16
	1 Year	22.47	22.69	22.92	23.15	23.38	23.62	23.85
	2 Year	22.95	23.18	23.41	23.65	23.88	24.12	24.36
Cook	Start	19.57	19.77	19.96	20.16	20.36	20.57	20.77
Environmental Services Technician	1 Year	20.03	20.23	20.43	20.64	20.84	21.05	21.26
	2 Year	20.74	20.95	21.16	21.37	21.58	21.80	22.02
Clerk	Start	17.92	18.10	18.28	18.46	18.65	18.83	19.02
	1 Year	18.98	19.17	19.36	19.56	19.75	19.95	20.15
	2 Year	19.57	19.77	19.96	20.16	20.36	20.57	20.77
Dining Services Attendant	Start	17.60	17.78	17.95	18.13	18.31	18.50	18.68
Support Services Attendant	6 Months	18.13	18.31	18.49	18.68	18.87	19.05	19.25
Receptionist	1 Year	18.71	18.90	19.09	19.28	19.47	19.66	19.86
Care Centre Assistant	2 Year	19.31	19.50	19.70	9.90	20.09	20.30	20.50
Environmental Serv. Attendant								
LPN	Start	22.92	23.15	23.38	23.61	23.85	24.09	24.33
	1 Year	23.47	23.70	23.94	24.18	24.42	24.67	24.91
	2 Year	24.03	24.27	24.51	24.76	25.01	25.26	25.51

LPN In-charge

On any shift on which the Health Care Coordinator is out of the building for the majority of the shift, the senior LPN on duty will be designated "in-charge" and paid a premium of \$15.00 per full shift worked in recognition of their in-charge duties and responsibilities.

MEMORANDUMS OF AGREEMENT INDEX

between

COURTYARD GARDENS HOLDINGS LIMITED

and

HOSPITAL EMPLOYEES' UNION

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MEMORANDUM OF AGREEMENT

between

COURTYARD GARDENS HOLDINGS LIMITED

and

HOSPITAL EMPLOYEES' UNION

Re: Beverages

The Employer agrees to continue the current practice of providing tea and coffee at no cost to employees.

LETTER OF UNDERSTANDING
between
COURTYARD GARDENS HOLDINGS LIMITED
and
HOSPITAL EMPLOYEES' UNION

Re: Job Security

The parties have agreed that layoffs (including a reduction in hours of work available to staff, individually or collectively) under this Collective Agreement, may arise based on occupancies, or for other reasons.

The parties have decided to treat layoffs arising from these two circumstances in different fashions.

The Employer agrees that as long as there are twenty-eight (28) people resident in the enhanced Assisted Living Centre (Care Centre), there will be no layoffs in the Care Centre arising from occupancies.

The Employer agrees that as long as there are one hundred and two (102) suites occupied in the Assisted Living Centre, there will be no layoffs in the Assisted Living Centre arising from occupancies.

In turn, the Union agrees that if occupancies drop below these defined numbers, the Employer can reduce the hours of work available to the staff, and such reductions require only fourteen (14) days' notice.

Nothing prevents the parties for discussing alternatives during the fourteen (14) days' notice.

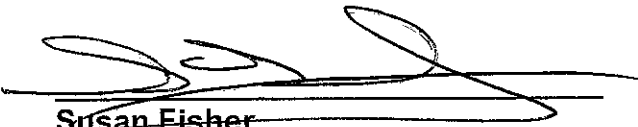
In turn, the Employer agrees that if occupancies return to the minimums specified, all hours reduced would be restored immediately, and the Union agrees that this immediate restoration would not violate any provision of the Collective Agreement which requires the Employer to give notice to employees.

The parties agree that a layoff arising for any other reason shall be dealt with in accordance with the relevant provisions of the Collective Agreement.

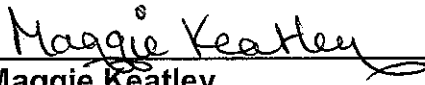
SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION



Elaine Whitelocke
Director, Employee Relations



Susan Fisher
Coordinator Organizing and Private
Sector Bargaining



Maggie Keatley
General Manager



Laurel Albina
Bargaining Spokesperson



Polly Sahota
Bargaining Committee



Rukhmani Gaunder
Bargaining Committee

October 14, 2011
Date

Nov /07/2011
Date