

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

**OAK BAY KIWANIS ROSE MANOR SOCIETY
(ROSE MANOR)**

January 1, 2019 – December 31, 2023

Note: underlined text is new language for 2019 - 2023

Rose Manor

857 Rupert Terrace
Victoria, B.C. V8V 3E5
Tel: (250) 383-0414
Fax: (250) 360-2039

Hospital Employees' Union

Vancouver Island Office
#201 – 780 Tolmie Avenue
Victoria, B.C. V8X 3W4
Tel: (250) 480-0533
Toll Free: 1-800-742-8001
Fax: (250) 480-0544

Provincial Office
5000 North Fraser Way
Burnaby, B.C. V5J 5M3
Tel: (604) 438-5000
Toll Free: 1-800-663-5813
Fax: (604) 739-1510

ARTICLE 1 - PREAMBLE	1
1.01 PREAMBLE	1
1.02 NO DISCRIMINATION	1
1.03 COMPLAINTS INVESTIGATION.....	2
ARTICLE 2 - RECOGNITION OF THE UNION	3
2.01 SOLE BARGAINING AGENCY.....	3
2.02 UNION SHOP.....	3
2.03 UNION CHECK-OFF	4
2.04 INDUCTION	5
2.05 SHOP STEWARDS	5
ARTICLE 3 - DEFINITIONS	6
ARTICLE 4 - MANAGEMENT RIGHTS.....	6
4.01 MANAGEMENT RIGHTS	6
ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION	7
ARTICLE 6 - LEGAL PICKET LINE	7
6.01 STRIKES OR LOCKOUTS	7
6.02 LEGAL PICKET LINES.....	7
ARTICLE 7 - UNION/MANAGEMENT COMMITTEE	7
7.01 COMMITTEE ON LABOUR RELATIONS.....	7
7.02 UNION COMMITTEE.....	8
7.03 UNION/MANAGEMENT MEETINGS.....	8
7.04 COMMITTEE MEETINGS.....	8
ARTICLE 8 - GRIEVANCE PROCEDURE	9
8.01 UNION REPRESENTATION.....	9
8.02 GRIEVANCE INVESTIGATIONS	9
8.03 RIGHT TO GRIEVE DISCIPLINARY ACTION	10
8.04 GRIEVANCE PROCEDURE.....	10
8.06 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE	11
8.07 REINSTATEMENT OF EMPLOYEES	12
8.08 EXPEDITED ARBITRATION	12
ARTICLE 9 - ARBITRATION.....	13
9.01 (A) COMPOSITION OF BOARD.....	13
9.01 (B) DISMISSAL/SUSPENSION	14
9.02 AUTHORITY OF THE ARBITRATOR	15
9.03 TIME LIMIT FOR DECISION OF ARBITRATION BOARD	16

TABLE OF CONTENTS

Page Number

9.04 EMPLOYEE CALLED AS A WITNESS..... 16

9.05 ARBITRATION BOARD HEARINGS 16

9.06 EXPENSES OF ARBITRATION BOARD..... 16

9.07 REINSTATEMENT OF EMPLOYEES 16

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS 17

10.01 REGULAR FULL-TIME EMPLOYEES..... 17

10.02 REGULAR PART-TIME EMPLOYEES..... 17

10.03 CASUAL EMPLOYEES 17

10.04 RESTRICTION OF EMPLOYEE STATUS..... 17

ARTICLE 11 - PROBATIONARY PERIOD 18

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES 18

12.01 EVALUATION REPORTS 18

12.02 PERSONNEL FILE 19

ARTICLE 13 - SENIORITY 19

13.01 PROMOTION, TRANSFER, DEMOTION, RELEASE..... 19

13.02 QUALIFYING PERIOD 19

13.03 TEMPORARY PROMOTION OR TRANSFER..... 20

13.04 RE-EMPLOYMENT AFTER RETIREMENT 20

13.05 RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE..... 21

13.06 SUPERVISORY OR MILITARY SERVICE 21

13.07 SENIORITY HOURS..... 21

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS 21

14.01 JOB POSTINGS AND APPLICATIONS..... 21

ARTICLE 15 - JOB DESCRIPTIONS 24

ARTICLE 16 - NOTICE OF NEW AND CHANGED POSITIONS 24

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES..... 25

17.01 PREAMBLE 25

17.02 DEFINITION OF DISPLACEMENT 25

17.03 NOTICE OF DISPLACEMENT..... 25

17.04 BUMPING 26

17.05 TECHNOLOGICAL DISPLACEMENT..... 26

ARTICLE 18 - REDUCTION IN WORK FORCE 26

ARTICLE 19 - SCHEDULING PROVISIONS 27

ARTICLE 20 - HOURS OF WORK	28
20.01 CONTINUOUS OPERATION.....	28
20.02 HOURS OF WORK.....	29
20.03 REST AND MEAL PERIODS.....	29
20.04 SPLIT SHIFTS.....	29
ARTICLE 21 - OVERTIME.....	29
ARTICLE 22 - CALL-BACK	32
ARTICLE 23 - CALL-IN - STATUTORY REQUIREMENT	32
ARTICLE 24 - ON-CALL DIFFERENTIAL	32
ARTICLE 25 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS	32
ARTICLE 26 - TRANSPORTATION	33
ARTICLE 27- STATUTORY HOLIDAYS.....	33
27.01 STATUTORY HOLIDAYS.....	33
ARTICLE 28 - VACATIONS	34
28.01 VACATION ENTITLEMENT	34
28.02 VACATION SCHEDULING	35
28.03 SPLITTING OF VACATION PERIODS	36
28.04 VACATIONS NON-ACCUMULATIVE	37
28.05 VACATION ENTITLEMENT UPON DISMISSAL	37
28.06 REINSTATEMENT OF VACATION DAYS - SICK LEAVE	37
ARTICLE 29 - COMPASSIONATE LEAVE	37
ARTICLE 30 - SICK LEAVE, W.C.B., INJURY-ON-DUTY	38
ARTICLE 31 - EDUCATIONAL LEAVE / REQUIRED CERTIFICATES	40
ARTICLE 32 - JURY DUTY	41
ARTICLE 33 - LEAVE - UNPAID	41
33.01 UNPAID LEAVE.....	41
33.02 UNPAID LEAVE - AFTER THREE YEARS.....	41
33.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS	41
33.04 UNPAID LEAVE - UNION BUSINESS.....	42
33.05 UNPAID LEAVE - PUBLIC OFFICE.....	43

TABLE OF CONTENTS

Page Number

33.06	SPECIAL LEAVE.....	43
ARTICLE 34 - MATERNITY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE		44
34.01	PREGNANCY SHALL NOT CONSTITUTE CAUSE FOR DISMISSAL	44
34.02	PARENTAL LEAVE	45
34.03	ADOPTION LEAVE.....	46
ARTICLE 35 - HEALTH CARE PLANS		46
35.01	PLAN COVERAGE.....	46
35.02	MEDICAL PLAN.....	46
35.03	DENTAL PLAN.....	47
35.04	EXTENDED HEALTH CARE PLAN.....	47
ARTICLE 36 - GROUP LIFE INSURANCE.....		48
ARTICLE 37 - EMPLOYMENT INSURANCE COVERAGE AND GROUP RRSP		49
37.02	GROUP RRSP.....	49
ARTICLE 38 - UNIFORMS		49
ARTICLE 39 - PAY DAYS		50
ARTICLE 40 - BADGES AND INSIGNIA		50
ARTICLE 41 - BULLETIN BOARDS		50
ARTICLE 42- NOTICE OF UNION REPRESENTATIVE VISITS.....		50
ARTICLE 43 - UNION ADVISED OF CHANGES.....		51
ARTICLE 44 - PERSONAL AND EMPLOYER PROPERTY		51
ARTICLE 45 - VACCINATION AND INOCULATION		51
ARTICLE 46 - OCCUPATIONAL HEALTH AND SAFETY.....		52
46.01	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	52
46.02	AGGRESSIVE RESIDENTS.....	53
46.03	HEALTH AND SAFETY STEWARDS	54
46.04	TRAINING AND ORIENTATION	54
46.05	RIGHT TO REFUSE UNSAFE WORK.....	54
46.06	EMPLOYEES' RIGHT-TO-KNOW	55
46.07	PROTECTIVE CLOTHING AND EQUIPMENT.....	55
46.08	VIOLENCE PROGRAM	55
46.09	RESPECTFUL WORKPLACE	55

TABLE OF CONTENTS

Page Number

46.10 WORKING ALONE OR IN ISOLATION..... 56

ARTICLE 47 - VOLUNTEERS..... 56

ARTICLE 48 - PRINTING OF THE AGREEMENT 56

ARTICLE 49 - VARIATIONS 57

ARTICLE 50 - SAVINGS CLAUSE..... 57

ARTICLE 51 - EFFECTIVE AND TERMINATING DATES..... 57

51.01 EFFECTIVE AND TERMINATING DATES..... 57

51.02 EFFECTIVE DATE OF WAGES AND BENEFITS 58

ARTICLE 52 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA..... 58

52.03 WAGE SCHEDULE..... 58

52.04 GENERAL WAGE INCREASES 58

ARTICLE 53 - PARKING 59

ARTICLE 54 - TOOLS AND EQUIPMENT 59

ARTICLE 55 - SHIFT PREMIUMS 60

55.01 NIGHT SHIFT PREMIUM..... 60

APPENDIX A – WAGE SCHEDULE - HOURLY WAGE RATES AND CLASSIFICATIONS .. 61

ADDENDUM #1 - CASUAL EMPLOYEES..... 62

ADDENDUM # 2 - PART-TIME EMPLOYEES..... 69

MEMORANDUM OF UNDERSTANDING..... 70

RE: HOURS OF WORK - AFTERNOON SHIFT AND NIGHT SHIFT 70

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the right of the residents to uninterrupted, skillful and efficient attention 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 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 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.
 - i) Sexual harassment includes any comment or conduct of a

sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:

Sexual solicitation or advances; inappropriate touching or sexual comments; or

Any threat of reprisal, which might reasonably be perceived as placing a condition on employment by a person in authority.

ii) Other harassment includes verbal threats and/or verbal abuse; derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse; psychological abuse; intimidation; and gender or ethnic based jokes, insults or taunting

iii) Nothing in the definition of "other harassment" or any application thereof is intended to reduce, restrict or fetter the employer's legitimate right and ability to manage and/or discipline its employees.

c) 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.

1.03 Complaints Investigation

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

a) where the complaint pertains to the conduct of an employee within the HEU bargaining unit it shall be referred to Jean Greatbach, Joy Bishoff or Ana Mohamed (Complaints Investigator); or

b) where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to Jean Greatbach,

Joy Bishoff or Ana Mohamed (Complaints Investigator).

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

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency 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.

2.02 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 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

2.03 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. Such information shall be provided in an electronic format, such as Microsoft Excel.

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 2.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada 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 in January and July the Employer shall provide to both an employee designated by the Union and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their seniority, their job titles, addresses, and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to memberupdates@heu.org.

2.04 Induction

The Employer shall, within the first thirty (30) days of employment, introduce newly hired employees to a Union Shop Steward in the workplace and schedule a time of reasonable length when the Union designated Shop Steward or other representative of the Union may talk privately to the new employee, during the working hours of both employees. The new employee and the shop Steward will not have wages or benefits deducted during this time.

2.05 Shop Stewards

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

- a) Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards plus alternates.
- b) The Employer is to be kept advised of all Shop Steward appointments.
- c) 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.
- d) Union business may only be transacted on the Employer's property and/or during business hours with the prior approval of the Employer. Approval shall not be unreasonable denied. When the absence of a Shop Steward or Union Committee member would unduly interfere with the proper operation of the Employer's business, then such Shop Steward or Union

committee may be refused leave of absence to transact Union business. In such cases, the Employer shall arrange an alternative time for the Shop Steward or Union representative to conduct Union business during normal work hours.

ARTICLE 3 - DEFINITIONS

Employer

Oak Bay Kiwanis Rose Manor Society – Hereinafter known as The Employer.

Union

Hospital Employees' Union representing the employees of the Employer whom are affected by this Agreement and for whom it has been certified as the sole bargaining agency – Hereinafter known as The Union.

Common-Law Spouse

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

Gender Neutral and Singular/Plural

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this agreement, it shall be construed as meaning the singular or plural where the context permits.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The management of the Employer's business and the direction of the working forces including but not limited to, 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.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

The nature of work is such that at times it is necessary for an employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

ARTICLE 6 - LEGAL PICKET LINE

6.01 Strikes or Lockouts

There shall be no strikes or lockouts of any kind so long as this agreement continues to operate.

6.02 Legal Picket Lines

Refusal to cross or to work behind a picket line that is legally established pursuant to the *Labour Relations Code* of B.C. shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line pursuant to this article shall be considered to be absent without pay.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", comprising a maximum of three (3) members, 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.

7.02 Union Committee

The Union shall appoint and maintain a Committee comprising a maximum of three (3) members, two of whom are employees of the Employer and one (1) of whom is the Secretary-Business Manager, or his/her representative. This committee 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 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 renegotiations 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 8.04.

7.04 Committee Meetings

All meetings of the said Committee on Labour Relations with the Union Committee shall be chaired by a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as reasonably possible on request in writing of either party.

Union Committee members, which are employees of the Employer, shall be compensated by the Employer at their regular straight time hourly rate for time spent at committee meetings.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of the Executive Director or designate, in accordance with Article 2.05(d).

8.02 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 during hours of work, subject to Article 2.05(d).

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.

Approval of such leave shall not be unreasonably denied. When the absence of a Shop Steward would unduly disrupt the operation of the Employer's business, such Shop Steward may be refused leave to transact Union business, in which case the Employer shall arrange as soon as possible an alternative work time for the Shop Steward to conduct the Union business.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer advising the employee that he/she has the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

No meeting shall take place under this article without reasonable advance notice being given to the member.

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files, after the expiration of eighteen (18) months from the date it was issued provided that there have been no other disciplinary documents of a similar nature placed on the employee's file during such period. 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.

8.04 Grievance Procedure

- a) A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to; any questions as to whether a matter is arbitrable, or any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report.
- b) A policy grievance is defined as one that affects the collective interests of the bargaining unit, rather than the interests of a particular grievor. Policy grievances may be initiated at step two of the grievance procedure.

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

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 Executive Director or designate within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

STEP TWO:

The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the Executive Director or designate by a Shop Steward or a Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Executive director or designate shall give his/her written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union Committee and the Committee on Labour Relations, or their designates, 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 to arbitration under Article 9 within thirty (30) calendar days.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

8.05 When the Employer has a grievance, it shall forward it to the Union, in writing, at Step 2 of the grievance procedure, within seven (7) calendar days of the occurrence of the grievance.

8.06 Dismissal/Suspension for Alleged Cause

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.

Employees shall not be dismissed or suspended except for just and reasonable cause.

8.07 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was improperly laid off, or disciplined or dismissed without just and reasonable cause, 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.

8.08 Expedited Arbitration

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, an expedited arbitrator from the list below, shall at the request of either party:

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

In the event the parties are unable to agree on an Arbitrator, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

Should either party not agree to the above noted recommendations, then the following expedited arbitration

process shall apply:

- 1) 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.
- 2) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- 3) 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.
- 4) 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.
- 5) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedent value and shall not be referred to by either party in any subsequent proceeding.
- 6) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- 7) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- 8) The expedited arbitrators, who shall act as sole arbitrators, are Mark Atkinson; Corinn Bell; Elaine Doyle; and C. Sullivan, or a substitute agreed to by the parties.
- 9) 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.
- 10) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding. Provided any grounds of appeal shall be restricted to those provided for in the *Labour Relations Code*.

ARTICLE 9 - ARBITRATION

9.01 (a) Composition of Board

Should the Committee on Labour Relations, the Union Committee

fail to settle any grievance arising between the Employer and the Union or the employees concerned, such grievance, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board 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 member is to be appointed by the Committee on Labour Relations, one by the Union and the third, who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

1. N. Glass
2. Ken Saunders
3. Corinn Bell
4. H. Laing
5. Elaine Doyle
6. C. Sullivan

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

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

9.01 (b) 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 below:

1. N. Glass
2. Ken Saunders
3. Corinn Bell
4. H. Laing
5. Elaine Doyle
6. C. Sullivan

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 Authority of the Arbitrator

The Arbitrator shall have the power to settle the terms of the question to be arbitrated but shall not have the right to add to, delete from or alter this Agreement in any way.

9.03 Time Limit for Decision 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 arbitrated unless this time limit is extended by mutual agreement between the parties.

9.04 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.

9.05 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.

9.06 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.

9.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been improperly laid off, suspended or discharged without just and reasonable cause, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff,

suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between layoff, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 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 on an hourly basis and are entitled to all benefits outlined in this Collective Agreement.

10.02 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, subject only to the "Addendum B Part-Time Employees".

10.03 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".

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 8.04 - 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.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 For the first three (3) calendar months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time employees will serve a probationary period of four hundred and eighty-eight (488) hours or six (6) months, whichever occurs first. 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.

11.02 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 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 of

being presented with the evaluation. 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 Secretary-Business Manager of the Union, (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 Secretary-Business Manager of the Union, 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 - SENIORITY

13.01 Promotion, Transfer, Demotion, Release

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.

13.02 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 pay rate 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 Section.

13.03 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.

13.04 Re-employment after Retirement

Employees who have reached normal retirement age (65 years) and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former wage rate 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.

13.05 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.

13.06 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.

13.07 Seniority Hours

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

Seniority for all employees shall be defined as the total accumulated hours.

“Accumulated hours” shall include all paid hours, except overtime hours, and shall include unpaid hours as per Article 33.03 Unpaid Leave – Affecting Seniority and Benefits.

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS

14.01 Job Postings and Applications

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

- a) If the vacancy or new job has a duration of (30) calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the

hours of work, including start and stop times and days off, 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 the vacancy is a temporary one of less than sixty (60) calendar days, 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 13. If the application of this paragraph requires the employer to pay overtime to the employee pursuant to Article 21, 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 (b) (ii) for a period of up to seven (7) days.
- c) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (b) (i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (b)(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 (b)(i) the Employer need not offer the work again to that employee under (b)(ii) if /she is also registered for casual work.

- d) 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).
- e) 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.
- f) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- g) Two (2) copies of all postings shall be sent to an employee designated by the Union within the aforementioned seven (7) calendar days.
- h) 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.
- i) 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 15 - JOB DESCRIPTIONS

- a) The employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

ARTICLE 16 - NOTICE OF NEW AND CHANGED POSITIONS

a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection thereto 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, it shall provide reasons for the objection in writing.

If the classification and/or wage rate established by the Employer for such new position is 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.

b) 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 the changes in job content and/or required qualifications, along with any change in the job classification and/or wage rate.

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01 Preamble

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

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 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, as a result of a change in process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

17.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 17.02.

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.

17.04 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job following a normal orientation period. 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 five percent (5%) of his/her existing pay rate.

17.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 13.01 and Article 18.

ARTICLE 18 - REDUCTION IN WORK FORCE

18.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified, subject to article 13.01, and willing to do the work of the employees laid off.

18.02 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:

- i) Less than five (5) years continuous service: one (1) month.
- ii) More than five (5) years continuous service: one (1) month, plus one (1) additional week for each year of continuous

employment in excess of five years, to a maximum total notice of eight (8) weeks.

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

18.04 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job following a normal orientation period, 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 section, employees shall be permitted to exercise their rights in accordance with Article 18.04 of this Agreement.

18.05 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 an employee designated by the Union.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01

- 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 workdays 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.

- b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one regularly scheduled work shift and the commencement of the next regularly scheduled work shift.
- c) When it is not possible to schedule ten (10) consecutive hours off-duty between regularly scheduled work shifts, all hours by which such changeover falls short of ten (10) 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 ten (10) 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.
- g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

The workweek shall provide for continuous operation Sunday through Saturday.

20.02 Hours of Work

- a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven point five (37.5) hours per week.
- b) 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.
- c) Employees shall not be required at any time to work more than five (5) consecutive shifts and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays and extra days off, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

20.03 Rest and Meal Periods

a) Rest Periods

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

b) Meal Periods

All employees covered by the Collective Agreement working more than five (5) hour shift shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

20.04 Split Shifts

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

ARTICLE 21 - OVERTIME

21.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- 1) the rate of time and one-half (1.5) their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day, and double time (2X) thereafter on that day;
- 2) the rate of double time (2X) of their basic hourly rate of pay for all hours worked on a scheduled day off.

21.02 Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

21.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7-1/2) in that day.

21.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 21.05 below.

21.05 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

21.06 An employee who works three (3) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal by the Employer. One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break.

- i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

21.07 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime, except in cases of emergency, including if no other employee with the ability to perform the work is available. Only in cases of emergency, as defined above, may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

21.08 Overtime shall be first offered in order of seniority. If no employee with the ability to perform the work accepts to work the overtime, it shall then be assigned by the Employer to an employee who has the required ability in reverse order of seniority subject to Article 21.07.

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

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

of the normal workdays in the workweek of a full-time employee.

21.11 An employee required to work overtime 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.

21.12 Where an employee works overtime, he/she shall be given a fifteen (15) minute break, with pay, between the end of his/her regular shift and the commencement of his/her overtime period.

ARTICLE 22 - CALL-BACK

Employees called back to work on their regular time off shall receive a minimum of four (4) hours' pay at the applicable straight time rate whether or not he/she actually commences work or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

ARTICLE 23 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 25.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 24 - ON-CALL DIFFERENTIAL

Employees are not required to be on call.

ARTICLE 25 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

25.01 In the event of an employee relieving in a higher-rated job,

the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

25.02 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.

25.03 Employees temporarily assigned to the duties of supervisory personnel outside of the bargaining unit shall receive ten percent (10%) more than their normal rate of pay for any and all hours so assigned.

ARTICLE 26 - TRANSPORTATION

No employee will be required to use his/her own motor vehicle to conduct business on behalf of and/or at the request of the Employer.

ARTICLE 27- STATUTORY HOLIDAYS

27.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

They shall be granted on the basis that employees shall be scheduled off work and shall be observed on the days on which they fall, unless the parties mutually agree otherwise.

Employees, who are required to work on a scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1-1/2) for the time worked, in addition to their regular

monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

27.02 Employees required to work on scheduled days off will receive pay at the rate of double time (2X) for the time worked, but will not have the day off rescheduled.

27.03 Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1-1/2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

27.04 Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

27.05 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

27.06 If an employer statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

27.07 Effective December 2003, Christmas Day shall be paid at the rate of double (2X) time for all hours worked in addition to their regular monthly rates. Payment of double (2X) time rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

ARTICLE 28 - VACATIONS

28.01 Vacation Entitlement

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

Vacation time earned up to July 1st as indicated in Article 28.01 b) shall be granted as follows:

- Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
- Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

- a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- b) Employees who have completed one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year to 3 years:	10 work days' vacation
4 years to 7 years:	15 work days' vacation
8 years to 11 years:	20 work days' vacation
12 years to 20 years:	25 work days' vacation
21 plus years:	One extra day per extra year of service

28.02 Vacation Scheduling

Employees shall indicate their vacation preference to the Employer by March 31st of each year.

Requests received after March 31st shall be approved on a first

come, first served basis, subject to operational requirements. These requests shall be returned to employees within two (2) weeks of the request.

If by July 31st, an employee has not submitted their vacation request(s) for the year, or indicated carry over as per Article 28.04, the Employer shall have the right to assign the employee's vacation balance not yet scheduled.

An employee wishing to change approved vacation time shall give three (3) weeks notice to the Employer where possible, and the Employer shall treat the request as a late request (after March 31st) as per the above. Where less notice of a change is given, the Employer shall still make every effort to accommodate the change requested.

28.03 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, subject to the approval of the Employer, provided that the following shall apply:

- 1) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.

28.04 Vacations Non-Accumulative

Employees may carry over 5 vacation days per year for a total of 2 years i.e., up to 10 days.

28.05 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

28.06 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.

28.07 Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

ARTICLE 29 - COMPASSIONATE LEAVE

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.

Upon Providing the Director with confirmation of a death in the family, the employee will be provided with two (2) paid travel days for services held off the Vancouver Island Region.

ARTICLE 30 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

30.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further E.I. premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

30.02 Sick leave credits with pay shall be granted on the basis of one (1) work day per month, cumulative up to a maximum of six hundred (600) hours. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

30.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return. If an employee arrives for work without having notified the Employer of their return, the employee may be sent home.

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

30.05 Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

30.06 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

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

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

30.08 Employees with more than one (1) years' service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

30.09 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing.

30.10 The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

ARTICLE 31 - EDUCATIONAL LEAVE / REQUIRED CERTIFICATES

31.01 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.

Where the Employer requires employees to hold a food safe certificate, the cost of renewing the required certificate shall be borne by the Employer.

31.02 The parties recognize the value of in-service and of encouraging employees to participate in in-services. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

31.03 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to services for the elderly 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 32 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (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 travelling and meals.

ARTICLE 33 - LEAVE - UNPAID

33.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Executive Director and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

33.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

33.03 Unpaid Leave - Affecting Seniority and Benefits

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any calendar year shall continue to accumulate seniority and all benefits and shall return to his/her former job and pay rate.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any calendar year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

The Employee shall have the option to prepay the monthly cost of the benefit plan when the unpaid leave exceeds twenty-one (21) working days.

33.04 Unpaid Leave - Union Business

- a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their 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 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, 8.02, 8.03, 9.04, 9.05, 12.01 and 12.02.

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.

- e) 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 without pay 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.

33.05 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 there term(s) of office subject to the following provisions:

- a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

33.06 Special Leave

Upon written request to the Employer, where leave from work is required, a regular employee who has completed probation will be entitled to special leave without pay to a maximum of 10 days per year for the following:

- a) Marriage of the employee: five days;
- b) Serious household or domestic emergency including care or illness in the employee's immediate family: up to two days;
- c) Attend wedding of employee's child: one day;
- d) Attend their formal hearing to become a Canadian Citizen: one day;
- e) Court Appearance for hearing of employee's child: one day;
- f) Responsibilities related to:
 - i) The care or health of a child in the employee's care, or
 - ii) The care or health of any member of the employee's immediate family: up to five days;
- g) In the event of the death of the employee's friend or other relative to attend as a pallbearer or mourner, the employee will be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

ARTICLE 34 - MATERNITY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

34.01 Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Seniority and continuous service will continue to accumulate during the full period of maternity, adoption and/or parental leave. Employees on maternity, parental, and/or adoption leave shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

Leave of absence for maternity may be taken for a period not to exceed fifty-two (52) weeks.

34.02 Parental Leave

Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them. In such cases the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Such written request pursuant to the above must be made at least four (4) weeks prior to the proposed leave commencement date.

Leave taken under this clause shall commence:

- 1) in the case of a mother, immediately following the

conclusion of leave taken pursuant to Article 34.01 or following the adoption pursuant to Article 34.03.

34.03 Adoption Leave

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to sixty-two (62) weeks following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide the appointment of the sixty-two (62) weeks between them.

ARTICLE 35 - HEALTH CARE PLANS

35.01 Plan Coverage

The Employer shall provide a plan for coverage as outlined in 35.02, 35.03 and 35.04.

Membership shall be optional for regular employees, who have completed probation and who are normally scheduled to work fifteen (15) or more hours per week. Eligible employees must opt to enrol for coverage on or before the next January 1st. Thereafter, they may change their option for coverage once per year, on January 1st. For other employees, coverage shall commence following the completion of probation, if before the 15th of the month; if after the 15th of the month, at the start of the next month. Employees who opt to receive dental plan coverage must also take extended health benefit coverage and vice versa.

35.02 Medical Plan

Eligible employees, their spouses and dependants 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 percent (100%) of the monthly premiums outlined in Article 35.

An eligible employee, who wishes to have coverage for other than

dependants, may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

35.03 Dental Plan

- a) Employees shall be enrolled in a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), and sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months 'participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750.00 per eligible employee or eligible dependant with no run-offs for claims after termination.
- b) The dental plan shall cover employees, their spouses and dependants.
- c) The Employer shall pay one hundred percent (100%) of the monthly premiums outlined in Article 35.
- d) Pacific Blue Cross is the current carrier of the dental plan. The Employer has the right to change carriers during the term of the Collective Agreement provided the Union receives sixty (60) days notice of the change and the new Plan is, in all respects, equal to, or better than the specific benefits under the current Plan.

35.04 Extended Health Care Plan

- a) The Employer shall pay one hundred percent (100%) of the monthly premiums outlined in Article 35.
- b) In addition to benefits normally provided under the Blue Cross Extended Health Care Plan, extended health care coverage so provided shall include:
 - i) coverage for eyeglasses - \$500 every 24 months.
 - ii) coverage for hearing aids - \$600 every 48 months.
 - iii) Blue Net Card or equivalent to be provided to each eligible employee in all other respects, the terms and conditions of

the carrier's plan shall apply.

- iv) Maximum amounts per calendar year for Professional services for the following practitioners shall be \$300. Acupuncturist, chiropractor, naturopath, podiatrist, speech language pathologist.

Massage practitioner and physiotherapist have no calendar year limit.

- c) Pacific First is the current carrier of the extended health care plan. The Employer has the right to change carriers during the term of the Collective Agreement provided the Union receives sixty (60) days' notice of the change and the new Plan is, in all respects, equal to, or better than the specific benefits under the current Plan.

ARTICLE 36 - GROUP LIFE INSURANCE

The Employer shall provide a group life insurance plan. Membership in this plan shall be at the option of the employee. Pacific Blue Cross is the current carrier of the group life insurance plan. The Employer has the right to change carriers during the term of the Collective Agreement provided the Union receives sixty (60) days notice of the change and the new Plan is, in all respects, equal to, or better than the specific benefits under the current Plan.

36.01 The plan shall provide \$25,000 insurance coverage or a benefit level equal to the employees previous year's annual earnings (i.e. normal basic earnings exclusive of overtime and other premium or perquisites).

The plan shall include provision for employees to continue the payment of premiums after retirement or termination, based upon the employee's annual basic earnings in his/her last year of employment.

36.02 In all other respects, the terms and conditions of the

carrier's plan shall apply.

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

ARTICLE 37 - EMPLOYMENT INSURANCE COVERAGE AND GROUP RRSP

37.01 All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

37.02 Group RRSP

1. All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the plan is voluntary.
2. The Employer shall act as the administer, at no cost to the employee, for any full-time or part –time employee who wishes to participate in a payroll deduction plan for an RRSP providing there is a minimum enrollment of five (5) employees. This fund is an employee only contribution plan.
3. Employee contributions to the Plan through payroll deduction will be on one of the follwing basis:
 - i. 1% of regular earnings;or
 - ii. 2% of regular earnings; or
 - iii. 3% of regular earnings
4. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (3) above, on January 1st each year by providing at least thirty (30) days written notice to the Employer.

The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

ARTICLE 38 - UNIFORMS

The Employer shall supply and maintain uniforms for employees

who are required to wear same.

ARTICLE 39 - PAY DAYS

Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned and an itemization of all deductions.
- b) Employees on night shift paid by cheque shall receive their pay cheques on the morning of payday at the conclusion of their shift.
- c) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.

ARTICLE 40 - BADGES AND INSIGNIA

Employees shall be permitted to wear Union pins or Shop Steward badges.

ARTICLE 41 - BULLETIN BOARDS

A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union.

ARTICLE 42- NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business.

ARTICLE 43 - UNION ADVISED OF CHANGES

The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer, which shall affect the terms of this Agreement.

ARTICLE 44 - PERSONAL AND EMPLOYER PROPERTY

44.01 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.

44.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

44.03 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.

44.04 If the Employer currently supplying tools to employees it shall continue to supply tools to employees. The Employer shall replace tools supplied by the employee 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.

ARTICLE 45 - VACCINATION AND INOCULATION

45.01 An employee may not refuse, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization. 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.

Employees refusing vaccination and inoculation shall remain off site, without remuneration, as long as the outbreak in the facility is related to the vaccination or inoculation.

45.02 The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees.

ARTICLE 46 - OCCUPATIONAL HEALTH AND SAFETY

46.01 Occupational Health and Safety Committee

The Employer and the Union agree to co-operate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

- a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.
- b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- c) The Occupational Health and Safety Committee shall have as

part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a 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. If the Union is not satisfied with the Employer's response, it may refer the matter to expedited arbitration under article 8.09 for a non-binding recommendation.

- 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.

46.02 Aggressive Residents

When the Employer is aware that a 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 resident and on how to respond to a resident's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when dealing with such residents. It is understood that this provision is at no cost to the Employer.

46.03 Health and Safety Stewards

The Employer agrees to the operation of a Health and Safety Steward system, for the purpose of performing health and safety investigations pursuant to article 47.01(b). The system shall be governed in the following manner:

- a) Health and Safety Stewards may be appointed by the Union, to a maximum of two (2), who shall be Union representatives on the joint Health and Safety Committee.
- b) The Health and Safety Stewards shall have the right to conduct health and safety investigations under article 47.01(b).
- c) For all other purposes, Health and Safety Stewards shall be treated in the same fashion as Shop Stewards.

46.04 Training and Orientation

- a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- b) The Employer shall provide sufficient and adequate training and/or orientation which is necessary for the safe performance of work, including the safe use of equipment, and the safe handling of materials and products.

46.05 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to section 3.12 of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

46.06 Employees' Right-To-Know

- a) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).
- b) The Employer agrees to comply fully with WHMIS regulations.

46.07 Protective Clothing and Equipment

- a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.
- b) Housekeeping staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
- c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.
- d) The Employer shall supply employees with appropriate protection when having to deal with infectious diseases/situations at the worksite.

46.08 Violence Program

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include:

- (a) the development of control measures and guidelines regarding violence prevention.
- (b) An annual report of violence prevention activities which will be posted at the worksite.
- (c) Risk assessments and the reporting of them.
- (d) Ongoing employee education and training.

46.09 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful and cooperative manner. A safe environment is

important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behaviour, aggression and violence.

46.10 Working Alone or in Isolation

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

ARTICLE 47 - VOLUNTEERS

It is agreed that Volunteers have a role in caring for seniors and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit and that the use of Volunteers will not result in the layoff of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 48 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar

with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the Parties.

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.

ARTICLE 49 - VARIATIONS

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

ARTICLE 50 - SAVINGS CLAUSE

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 9 of the Collective Agreement.

ARTICLE 51 - EFFECTIVE AND TERMINATING DATES

51.01 Effective and Terminating Dates

The Agreement shall be effective from January 1, 2019 and shall remain in force and be binding upon the parties up to and including December 31, 2023 and from year to year thereafter unless terminated by either party on written notice served during the

month of September.

If a notice is not given under subsection (1) by either party ninety (90) days or more before the expiry of the agreement, both are deemed to have been given notice ninety (90) days before the expiry.

51.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from January 1, 2019 unless otherwise specified in this Collective Agreement. Non-compensation changes shall be effective from ratification date unless otherwise specified in this Collective Agreement.

51.03 It is agreed that the operation of Subsection 2 of Section 66 of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

ARTICLE 52 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

52.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

52.03 Wage Schedule

The pay rates (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from January 1, 2019 to December 31, 2023.

52.04 General Wage Increases

Effective January 1, 2014 all wage rates shall be as set out in Schedule "A" which is attached to and forms part of this

Agreement.

Effective January 1, 2014 – Dishwasher/Cooks Helper classification to receive a wage increase of \$0.8065 per hour (to match the Housekeeper wage rate). This is to be implemented before the 1.75% G.W.I. of the same date.

January 1, 2014 – All employees to receive a general wage increase (G.W.I.) of 1.75%.

January 1, 2015 – All employees to receive a general wage increase (G.W.I.) of 0.75%.

July 1, 2015 – All employees to receive a general wage increase (G.W.I.) of 1.0%

January 1, 2016 – All employees to receive a general wage increase (G.W.I.) of 1.75%.

January 1, 2017 – All employees to receive a general wage increase (G.W.I.) of 2%.

January 1, 2018 – All employees to receive a general wage increase (G.W.I.) of 2%.

ARTICLE 53 - PARKING

The Employer agrees to provide free parking to employees during their work hours, as is the current practice, on a first come first served basis.

ARTICLE 54 - TOOLS AND EQUIPMENT

Where reasonable proof is provided, the Employer agrees to replace any tools or equipment supplied by employees, which become worn, broken, lost, or stolen in the course of their employment.

ARTICLE 55 - SHIFT PREMIUMS

55.01 Night Shift Premium

Night shift premium shall be one dollar and fifty cents (\$1.50) per hour worked.

55.02 Night shift will be defined as any shift in which the major portion occurs between 12:00 midnight (2400) and 8:00 A.M. (0800 hours).

APPENDIX A – WAGE SCHEDULE - HOURLY WAGE RATES AND CLASSIFICATIONS

Classification	Current	01-Jan-19	01-Jan-20	01-Jul-21	01-Jan-22	01-Jan-23
		2.5% G.W.I.	2% G.W.I.	2% G.W.I.	2% G.W.I.	2.5% G.W.I.
Server (229) Wage Adjustment	16.4695	17.2400	17.8398	18.5026	19.2334	19.7142
	+0.35	+0.25	+0.30	+0.3537		
	16.8195	17.4900	18.1398	18.8563		
Dishwasher/ Cook's Helper (227)*	17.6820	18.1241	18.4866	18.8563	19.2334	19.7142
FSS/Cook 1 (225)	22.3939	22.9537	23.4128	23.8811	24.3587	24.9677
Cook 2 (226)	19.8926	20.3899	20.7977	21.2137	21.6380	22.1790
Housekeeper (232)	17.6820	18.1241	18.4866	18.8563	19.2334	19.7142
Laundry Worker (261)	17.6820	18.1241	18.4866	18.8563	19.2334	19.7142
Maintenance Worker (252)	20.3344	20.8428	21.2597	21.6849	22.1186	22.6716
Receptionist / Bookkeeper (215)	22.1845	22.7391	23.1939	23.6578	24.1310	24.7343
Evening Clerk (214)	18.5661	19.0303	19.4109	19.7991	20.1951	20.7000
Night Clerk (213)	18.5661	19.0303	19.4109	19.7991	20.1951	20.7000
Weekday Clerk (216)	18.5661	19.0303	19.4109	19.7991	20.1951	20.7000

* + Nightshift differential of \$1.50 per hour

ADDENDUM #1 - CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - 1) Vacation relief;
 - 2) Sick leave relief;
 - 3) Education relief;
 - 4) Maternity leave relief;
 - 5) Compassionate leave relief;
 - 6) Union Business relief;
 - 7) Educational leave relief;
 - 8) Such other leave relief as is provided by the Collective Agreement; or
 - 9) If an emergency where an extraordinary workload develops, a casual employee may be used to do work having duration of less than one (1) calendar month where there is no regular incumbent provided that such work cannot reasonably be done by:
 - a) Regular employees working overtime; or
 - b) Assigning regular part-time employees to do that work; or
 - c) Filling the position pursuant to the provisions of Article 14.01(c). For this purpose, the restriction in those provisions on the payment of overtime pay shall not apply.

2. Casual Employees Hours of Work

- a) Casual employees are exempt from ARTICLE 20 - HOURS OF WORK. Casual employees' hours of work are as follows;
- b) The hours of work for a casual employee covered by this agreement shall be a maximum of forty-two (42) hours per week;
- c) 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. Article 20.02 notwithstanding casual employees working on the afternoon shift and the night shift normally work eight (8) hours per day, inclusive of their meal breaks and are paid for eight (8) hours at the applicable straight time rate;
- d) Casual employees shall not be required at any time to work more than six (6) consecutive days and casual employees at any time shall not receive any time less than two (2) consecutive days off duty excluding statutory holidays and extra days off otherwise overtime shall be paid in accordance with Article 21.

3. Casual employees shall be called in to work in the order of their seniority provided they have the ability to work in the job classification applicable to the work required to be done.

Prior to hiring outside employees to the casual list, the Employer shall post a notice in the prescribed manner, indicating the availability of casual hours of work.

4. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Articles 13, 14.01 and 18 of the Agreement.

5. a) A casual employee who is appointed to fill a position

under Section 4 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

- b) Where a position is filled by a casual employee under Section 4 and that position will last more than three (3) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 13(1) of this Addendum.

If the casual employee successfully bids into successive positions then that casual employee shall not be required to serve another thirty-one (31) day waiting period. Successive shall be defined as "within any thirty-one (31) day period."

- i) Article 36, Section 36.02 - Medical Plan
- ii) Section 36.03 - Dental Plan
- iii) Section 36.04 - Extended Health Care Plan
- iv) Article 37 - Group Life Insurance 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.

- c) Where a position is filled by a casual employee under Section 3 and that position will last more than thirty-one (31) days, that casual employee will be entitled to the provisions of Article 30 - Sick Leave, W.C.B., Injury-on-Duty Leave and Article 28 - Vacations.

6. Casual employees are entitled to all benefits of the Collective Agreement except the following:
- 1) Article 11 - Probationary Period;
 - 2) Sections 13.02, 13.03, 13.04, 13.05 and 13.06 of Article 13 - Seniority;
 - 3) Article 17 - Technological, Automation and Other Changes;
 - 4) Article 18 - Reduction in the Work Force;
 - 5) Sections 19 a), b), c), d), f), g) of Article 19 - Scheduling Provisions;
 - 6) Sections 21.09 and 21.10 of Article 21 - Overtime;
 - 7) Section 28.03 of Article 28 - Vacations;
 - 8) Article 29 - Compassionate Leave;
 - 9) Article 30 - Sick Leave, W.C.B., Injury-On-Duty;
 - 10) Article 31 - Educational Leave / Required Certificates;
 - 11) Article 32 - Jury Duty;
 - 12) Article 33 - Leave - Unpaid;
 - 13) Article 34 - Maternity Leave;
 - 14) Article 35 - Adoption Leave;
 - 15) Article 36 - Health Care Plans;
7. The manner in which casual employees shall be called to work shall be as follows:
- 1) The Employer shall maintain both a casual seniority list, which shall include all casual employees employed by the Employer listed in descending order of their seniority.
 - 2) The Employer shall call by telephone only those casual employees who have the ability to perform the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee having the required ability. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2)

- minutes and if it is still busy, then the next person on the list shall be called.
- 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 logbook 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 having the required ability 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.
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 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 casual employee seniority list 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 on the casual seniority list in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to the list 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.

Within two (2) weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy of the casual seniority list

11.
 - 1) Except for regular employees who transfer to casual status under Section 14, casual employees shall serve a probationary period of four hundred and eighty eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
 - 2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period pursuant to Article 11 of the Collective Agreement.
 - 3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 11.
12. Casual employees shall receive eight point eight percent (8.8%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
13. 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.
14.
 - a) Regular part-time employees may register for casual

work under this Addendum except that Sections 11, 12 and 13 shall not apply. Where the regular schedule of a part time employee registered under this section conflicts with a casual assignment, the part time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days the employee shall be relieved of his/her regular schedule at the option of the employee. In the event that qualified relief cannot be obtained in the part-time employee's classification, and therefore over-time would be incurred by the Employer to backfill, the part-time employee shall be deemed ineligible for the assignment.

All time worked shall be credit to the employee under the provisions of the Addendum – Part-time Employees.

- b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.

15. When a casual employee is successful in obtaining a regular position, their total hours of seniority shall be converted and credited as continuous service for the purposes of Article 28.01 Vacation Entitlement. Their continuous service date shall be back dated from the regular position start date by one week for every 37.5 hours of seniority.

ADDENDUM # 2 - PART-TIME EMPLOYEES

A regular part-time employee as defined in Article 10.02 - Regular Part-time Employees shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

- a) **Vacations**
Regular part-time employees shall be credited with and granted vacations as set out in Articles 28.01; that is, four percent (4%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01.
- b) **Statutory Holidays**
Regular part-time employees shall receive their statutory holiday pay (4.8%) under Article 27 prorated on the basis of the percentage of normal full-time hours each such employee actually worked in the thirty (30) calendar days immediately preceding the holiday.
- c) **Sick Leave**
Regular part-time employees shall receive their sick leave under article 30 prorated on the basis of the percentage of normal full-time hours each such employee actually worked in each month.
- d) **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.
- e) **Seniority**
Applicable on a proportionate basis.

MEMORANDUM OF UNDERSTANDING

Re: Hours of Work - Afternoon Shift and Night Shift

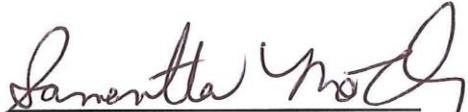
Article 20.02 notwithstanding, employees working on the afternoon shift and the night shift normally work eight (8) hours per day, inclusive of their meal breaks, and they are paid for eight (8) hours at the applicable straight-time rate.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Máire Kirwan
Coordinator of Private Sector



Samantha Mozley
Executive Director



Christina Lloyd-Jones
HEU Negotiator



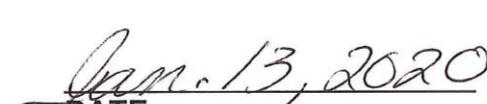
Gerry Adam
President of Oak Bay Kiwanis
Rose Manor Society



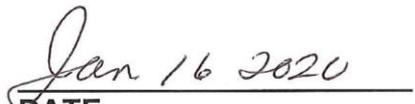
Carmen Stevens
Bargaining Committee



Carol Allan
Bargaining Committee



DATE



DATE