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No. OF EMPLOYEES	180		
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- COLLECTIVE AGREEMENT -

Between

**PRINCE GEORGE
REGIONAL COMMUNITY CARE SOCIETY**

And

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES, Local 2516**

April 1, 1994 to March 31, 1996

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Collective Agreement made and entered into **between:**

PRINCE **GEORGE** REGIONAL **COMMUNITY CARE SOCIETY**
(hereinafter called "the Employer")
~~Party of the First Part~~

and

THE CANADIAN **UNION** OF PUBLIC EMPLOYEES, Local 2516
(hereinafter called "the Union")
Party of the Second ~~Part~~

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union
- (b) To recognize the mutual value of joint discussions in **all** matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in **operations**

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the Employer's business and the direction of the working forces including the hiring and promotion, and the **firing** and demotion of employees is vested exclusively **in** the Employer except **as** may be otherwise **specifically** provided in this Agreement. The Employer agrees that these rights shall not **be** exercised in a manner inconsistent with **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.

2.02 The Union recognizes that the Employer is a non-profit organization which must rely on the participation of volunteers in its activities in order to properly and successfully accomplish its objectives.

No bargaining unit member shall be laid off, **replaced**, or have **their** regular working hours reduced **as a** result of work **performed** by volunteers.

2.03 In the event that the Employer opts to participate in student or youth employment programmes, the parties agree that every effort will **be** made to facilitate the operation of such programmes. Pay rates and **terms** and conditions of employment for persons hired through such programmes will be negotiated between the parties in accordance with the conditions outlined in the specific programmes.

No bargaining unit member shall be laid off, replaced or have their regular working hours reduced as a result of work performed by persons employed through these programmes.

2.04 With the exception of Articles 2.02, 2.03, and 28.01, persons not in the bargaining unit shall not perform duties normally performed by bargaining unit members unless the work is instructional or experimental in nature or arises as the result of a special event or an emergency.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 2516, as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board as listed in Schedule "A" of this Agreement, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement. However, the Union and the Employer may mutually agree, in writing, to terms and conditions which may conflict with this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, Union membership or activity, family relationship, place of residence, political affiliation or activities, or sexual orientation.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT AND CHECK-OFF OF UNION DUES

5.01 Union Membership

All present employees, as a condition of employment, shall remain Union members in good standing if they are already Union members and, if they are not, shall become Union members within thirty (30) days after the signing of this Agreement and shall remain members in good standing. All new employees shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 Check-off Payments

The Employer shall deduct from every employee Union dues and **fees**, and shall forward same to the Union.

The Employer will forward to the Union a list of the hours worked by employees in the bargaining unit with the statement of dues.

5.03 Deductions

Deductions **shall be** made from each payroll period, bi-weekly and **two** copies shall be forwarded to the Secretary-Treasurer of the Union not later **than the** fifteenth (**15th**) day of the **month** following, accompanied by a list of the names and classifications of employees in the bargaining unit even if **no** dues are deducted. The list will include separate breakdowns for **Union** and initiation fees.

5.04 Deductions Authorization

All employees in the bargaining unit **shall be** required to **sign an** authorization assigning to the Union an **amount** equivalent to regular Union dues and other amounts chargeable by the Union.

The Employer **will** distribute Union dues authorization **cards** to new employees for signature. The Union **will** ensure **that** the Employer receives **an** adequate number of dues authorization cards.

5.05 Payroll Information

On request, the Employer **will** supply an employee **with** information regarding the amount **of** accumulated sick time, vacation, and compensating time off. Employees requesting this information **will** give reasonable notification of their requests.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees

The Employer agrees to acquaint new employees **with** the fact that a Union Agreement is in effect, **and** with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

6.02 Interviewing Opportunity

As part of general orientation, the employee will be introduced to her Union steward or representative.

A representative of the Union shall be given an opportunity to meet with new employees, during regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the "general orientation." The purpose of this discussion shall be to acquaint the new employees with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union.

ARTICLE 8 - LABOUR/MANAGEMENT RELATIONS

8.01 A Labour/Management Relations Committee shall be appointed consisting of two (2) representatives from the Union and two (2) representatives of the Employer. The Committee shall meet on request of either party for the purpose of discussing ail matters of mutual concern.

Each party shall submit to the other party, with a minimum of five (5) working days advance notice, a list of the items to be discussed at the meeting. Should neither party submit an agenda, no meeting will be held.

The Committee shall have power to make recommendations to the Union and to the Employer. Time spent by employees in Carrying out the functions of the Committee shall be considered to be time worked. The Committee shall be chaired by the President of the Board of Directors or his/her designate.

ARTICLE 9 - LABOUR/MANAGEMENT BARGAINING RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union **nominees** to the **Committee**.

9.03 Representative of Canadian Union

The Union shall have the right at any time to have the **assistance** of representatives of the Canadian Union of Public Employees when **dealing** or negotiating with the Employer. **Such representative(s)** shall have access to the Employer's premises in order to investigate and **assist** in the **settlement** of a grievance after first making arrangements with the Administrator.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the **settling** of grievances, the Employer acknowledges the rights and duties **of** the Union Stewards who shall be employees of the Society.

10.02 Names of Stewards

The Union shall **notify** the Employer in writing of the name of **each** Steward **and** the department(s) she represents before the Employer shall be required to recognize her.

10.03 Grievance Investigations

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

10.04 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

10.05 Settling of Grievances

- (a) It is recognized that grievances may arise during the life of this Agreement concerning the interpretation, application or alleged violation of the Agreement including the question of whether or not the matter is arbitrable, or the dismissal, suspension or discipline of an employee bound by this Agreement. The procedure for resolving a grievance shall be as outlined below:

Step 1

In the first step of the grievance procedure, the individual employee, with or without her Shop Steward or Union Committee member (at the employee's option), shall submit the matter in writing to his/her immediate supervisor or department head within

- (a) seven (7) working days of the occurrence, or
- (b) seven (7) working days from the employee's first awareness of the circumstances giving rise to the grievance.

The immediate supervisor or department head shall reply in writing within seven (7) working days of receipt of the grievance. Should a settlement not be agreed upon at this stage, then:

Step 2

In the second step, the written grievance shall be signed by the employee and the Shop Steward or Union Committee member, and shall be presented to the Administrator/designate by the Shop Steward or Union Committee member within seven (7) working days of receipt of the reply at Step 1. Within seven (7) working days of receipt of the written grievance, the Administrator/designate shall give his/her written reply. Failing a satisfactory settlement at this stage, then:

Step 3

In the third step, where the parties have failed to settle any difference, grievance or dispute whatsoever between the parties or the employee(s) concerned, such difference, grievance or dispute including any question as to whether the matter is arbitrable, may be referred by either party to an Arbitrator within twenty (20) working days after receipt of the decision of the Administrator/designate at Step 2.

Such Arbitrator will be deemed to be an Arbitration Board within the meaning of the Labour Relations Code of British Columbia.

- (b) The Arbitrator **will** be mutually acceptable to **both** parties. If an acceptable Arbitrator cannot **be** agreed on, either party may request the Minister of Labour for the Province of British Columbia to appoint **an** Arbitrator.

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

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the parties within **thirty** (30) **calendar** days of **his** appointment and shall make **his** award within **thirty** (30) **calendar** days of the **final** day of the hearing, except when the Arbitrator requests an extension and those times **are** extended by agreement of the **parties**.

The decision of the Arbitrator made in writing and delivered to each of the parties shall be final and binding upon the Employer, the employee(s) and the Union concerned.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation **occurs**, or where a group of employees or either **party** has a grievance, **Step 1** of **this** Article may be bypassed.

10.07 Replies in Writing

Replies to grievances stating reasons shall be in writing at **all** stages.

10.08 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings,

10.09 Mutually Agreed Changes

Any mutually agreed changes to **this** Collective Agreement shall form **part** of **this** Collective Agreement and are subject to **the** grievance and arbitration procedures.

10.10 Expenses of Board

Each party shall pay one-half (1/2) of the **fees** and expenses of the Arbitrator.

10.11 Amending of Time Limits

The time limits **fixed** in **both** the grievance and arbitration procedures may be extended by consent **of** the parties.

10.12 *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.

10.13 *Arbitration Board Hearings*

Where operational requirements permit, the Employer **shall** grant leave without loss of pay to one (1) employee representative representing the Union before an Arbitration **Board**, provided the dispute involves the Employer.

Further, where operational requirements **permit**, the Employer **shall** grant leave without **loss** of pay to a reasonable number of additional employees representing the Union before an Arbitration Board, providing the dispute involves the Employer and the Union reimburses the Employer for fifty percent (50%) of the wages paid to such employees.

10.14 *Arbitration Alternative*

The parties agree that the following provision **shall** only operate by mutual agreement of the parties for each grievance.

- (a) 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, Ronald Keras, or a substitute agreed **to** by the parties **shall**, at **the** request of either **party**

- (1) investigate the difference;
- (2) define the issue in the difference; **and**
- (3) make written award to resolve the difference,

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

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person **named** or **his** substitute.

ARTICLE 11 - DISCHARGE , SUSPENSION AND DISCIPLINE

11.01 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 the** disciplinary action. Should **an** employee dispute any such **entry** in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become **part** of her personnel record. **Upon** the employee's request, any such document, other than official evaluation reports, shall **be** removed from the employee's file after expiration **of** eighteen (18) months from the date **it was** issued provided there has not **been** a further infraction. Any documents placed **on** an employee's personnel file **shall** be clearly marked, **if** disciplinary in nature. 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.

Employees shall have the right to Union representation at the employee's option in the case of a meeting involving disciplinary action by the Employer.

11.02 Personnel File

An employee or the National Representative of the Union (or her/his **designated** representative) with the **written** authority of the employee, shall **be** entitled to review the employee's personnel file **in** the office in which it is **normally** kept, in order to facilitate the investigation of a grievance. The employee **or** the National Representative, as the case may be, **shall** give the Employer seven (7) days' **notice** prior to examining the file.

11.03 Crossing of Picket Lines During Strike

An employee covered by **this** Agreement shall have the right to refuse to cross **it** legal picket line **arising** out **of** labour disputes. Failure to cross such a legal picket line by a member **of this** Union shall not **be** considered a violation **of this** Agreement, nor shall it be grounds for disciplinary action.

11.04 During the term **of** this Collective Agreement, the Union agrees that there **will** be no strike and the Employer agrees that there **will** be no lock-out.

ARTICLE 12 - SENIORITY

12.01 Seniority List

The Employer shall establish and maintain **a** seniority list showing the date upon which each employee's service commenced and the total of each employee's accumulated hours. **Upon** request, **an** up-to-date seniority list shall **be** sent to the **Union** and posted **on** all bulletin boards. Such requests will be limited to **twice** per year.

The seniority list will be printed in order of seniority at such time that the Employer's payroll system ~~can~~ produce the list in that format.

12.02 Seniority Defined

Seniority for regular full-time and regular part-time employees is defined as the accumulated number of hours paid by the Employer.

The seniority date shall not be affected by the following:

- (a) Annual Vacation
- (b) Paid Leave
- (c) Paid General Holidays
- (d) Paid time off while receiving benefits under the Workers' Compensation Act.
- (e) Unpaid leave of absence of thirty (30) working days or less.
- (f) Education leave pursuant to Article 24.03(b).

12.03 Probationary Period

- (a) Employees shall serve a probationary period for the first three (3) calendar months of continuous service with the Employer or the first two hundred and fifty (250) hours worked, whichever comes later, and 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.
- (b) If an extension of the probationary period is requested by the Employer, this may be done by mutual agreement in writing with the Union. Agreement by the Union shall not be unreasonably withheld.

12.04 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall lose her seniority and be deemed terminated only in the event:

- (a) She is discharged for just cause and is not reinstated.
- (b) She/he resigns in writing from the employ of the Employer.
- (c) She is absent from work for three (3) or more scheduled work days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) She fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- (e) She is laid off for a period longer than one (1) year.

12.05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit.

An employee shall have the right to return to a position in the bargaining unit during her trial period which shall be a maximum of sixty (60) working days.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

- (a) When a vacancy occurs, or a new position is created inside the bargaining unit and the Employer decides to fill it, the Employer shall immediately notify the Union in writing and post notice of the position in the Staff Room for a minimum of seven (7) working days so that all members will know about the vacancy or new position.
- (b) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent's employment with the Employer has been terminated. The temporary appointment will not exceed thirty (30) working days, unless the Union and the Employer mutually agree to extend this time limit.

When filling the above temporary appointment, the Employer shall assign a casual employee to the position in the following manner:

- (1) The Union shall be notified of such temporary positions.
- (2) When the Employer decides to make a temporary appointment, it notice shall be posted for at least five (5) calendar days.
- (3) Casual employees interested in the temporary appointment shall submit their application in writing to the Employer.
- (4) The Employer shall appoint the most senior qualified applicant.
- (5) The temporary position may be filled in accordance with existing practice until such time as a temporary assignment can be made by the Employer.

The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence, or is on Workers' Compensation. Where such leave of absence or compensation is for a period in excess of three (3) calendar months, the Employer will post a notice relative to the vacancy. Such temporary employment will not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend *this* time limit. The Employer will advise the Union of such long-term appointments.

The Employer shall consider applications from those employees who are absent from work during the posting period, including, but not ~~limited~~ to, all regular part-time and casual employees, and any regular full-time employee on vacation or leave of absence, provided the employee has expressed in writing prior to their taking leave, the positions they are interested in should a vacancy occur during the leave of absence.

13.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. A copy of the applicable job description shall be attached to each job posting.

13.03 Role of Seniority in Promotions and Transfers

- (a) Both parties recognize:
 - (1) The principle of promotion within the service of the Employer
 - (2) That job opportunity should increase in proportion to the length of service
- (b) In the promotion and transfer of employees, skill, capabilities, and required qualifications shall be primary consideration and where such factors are relatively equal, seniority shall be the determining factor.

13.04 Trial Period

When an employee is promoted, voluntarily demoted, or transferred, the successful candidate shall be notified. He/she shall be placed on trial for the first three (3) calendar months of continuous service with the Employer or the first two hundred and fifty (250) hours worked, whichever comes later. Conditional on satisfactory service, the employee shall then be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage and salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

13.05 Notification to Employee and Union

The Employer shall, within three (3) working days **after** the appointment of the successful applicant, 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.

13.06 On-the-Job Training

The Employer **shall** inaugurate and maintain a system of on-the-job training **so** that every employee **shall** have the opportunity to receive training and qualify for promotion or transfer.

13.07 Employee's Notice of Termination

Employees **shall** endeavor to give **thirty** (30) calendar days' **written** notice of termination when leaving the employ **of** the Employer.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees **shall** be laid off by job category in reverse order **of** seniority.

14.02 Recall Procedure

Employees on layoff shall be recalled by job category in order of seniority subject to willingness to do the work available.

14.03 No New Employees

No new employees shall **be** hired until those laid off have been given an opportunity of **recall** provided they are capable of performing the duties of the position after a brief training period.

14.04 Advance Notice of Layoff

Unless legislation **is** more favourable to the employees, the Employer **shall** notify employees who **are to be** laid off twenty (20) working days prior to the effective date of layoff. **If** the employee has **not** had the opportunity to work the days **as** provided in this Article, **she** shall be **paid** for the days for which **work** was not made available.

14.05 Continuation of Benefits

In the event of a layoff, the employees shall have their coverage under Articles 19.01, 19.02, 19.03, 19.05, and 19.06 continued to the end of the calendar month.

Following the time indicated above, employees who are laid off may opt to continue coverage for a maximum of one year under Articles 19.01, 19.02, 19.03, 19.05, and 19.06 provided the employee **pays** the full cost of these plans.

14.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 15 - HOURS OF WORK

15.01 Continuous Operation

The work week of the Home shall provide for continuous operation based on a seven day week.

15.02 Hours of Work

The regular hours of work for each full-time employee covered by this Agreement, excluding unpaid meal breaks, shall be seven and one-half (7 1/2) hours per day, an average of thirty-seven and one-half (37 1/2) hours per week.

15.03 Scheduling Provisions

- (a) Shift schedules **shall** be **posted** at least fourteen (14) days in advance of the effective date. Once posted, the shift schedule **can** be changed only in emergency situations with the knowledge of the employee and consent of the **Union** and Employer.
- (b) The regular days per week shall be five (5) consecutive days, unless changed by mutual agreement between the Employer and the Union.
- (c) Days off **shall** be consecutive **and** planned in such a way **as** to **equally** distribute **free** weekends.
- (d) There shall be no **split shifts** except in emergencies.
- (e) Shifts **and** days off shall be rotated **on** an equitable basis.
- (f) An employee called in to work **shall** be paid a **minimum** of three (3) hours pay. If the employee commences work, she shall be paid a minimum of four (4) hours.

- (g) There shall be a minimum of twelve (12) consecutive hours off duty between the completion of one work shift and the commencement of the next.

When it is not possible to schedule twelve (12) consecutive hours off duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 16.

- (h) Employees may exchange shifts with the approval of the Employer.

In those cases where the proposed shift exchange may result in increased cost to the Employer, the employees requesting the shift exchange shall waive the provisions involved by completing the required waiver form.

- (i) Lunch Break

All employees covered by this Agreement shall receive a one-half (1/2) hour unpaid lunch period during a shift in excess of four (4) hours. The lunch period shall be scheduled as close as possible to the middle of the shift.

Employees who are specifically required by the Employer to work and/or to remain on the Employer's premises during their meal break shall be paid straight-time pay for the meal break.

Should an employee be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift.

Should this additional continuous time off not be granted, then time and one-half (1 1/2) the regular pay will prevail for the total of the meal period.

- (j) Paid Rest Period

Employees who work a full shift shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer or such other arrangement as may be mutually agreed upon. An employee working less than a full shift shall be permitted one fifteen (15) minute rest period.

- (k) Revising Shift Rotation

Where the Employer initiates a revision to the shift rotations, which affects a majority of the employees covered by the rotation, the Employer agrees to discuss the matter With the Union prior to implementing the changes.

ARTICLE 16 - OVERTIME

16.01 Definitions

- (a) Overtime means work **performed** by an employee in excess of or outside of the regularly scheduled hours of work **as** defined in Article **15.02 - Hours** of Work.
- (b) Straight time **rate** means the hourly **rate** of remuneration.
- (c) Time and one-half (1 1/2) means one and one-half times the straight-time rate.
- (d) Double time (2X) means **twice** the straight-time **rate**.
- (e) Double time and one-half (**2-112**) means two and one-half times the straight-time **rate**.

16.02 Recording of Authorized Overtime

Employees shall **record** starting and **finishing** times for overtime worked **on** a form determined by the Employer. Overtime will **be** paid only when authorized by the Employer in advance of the overtime worked.

16.03 Sharing of Overtime

Overtime work shall be **allocated** equitably considering the availability and location of employees.

16.04 Overtime Compensation

- (a) Overtime shall be compensated at the following **rates**:
 - (1) Time and one-half (1 1/2) for the **first two** (2) hours of overtime on a regularly scheduled work day;
 - (2) Double time (**2X**) for hours worked in **excess** of (1) above;
 - (3) Double time (**2X**) for all hours worked on a day of rest;

The compensation of overtime in (1) and (2) is **to** be on a daily basis and not cumulative.

- (b) An employee who works **on** a designated holiday which is not a scheduled work day shall receive her regular day's pay and shall **receive** additional compensation **at** the **rate** of time and one-half (1 1/2) for all hours worked, **except** for Christmas and **New Year's** when the additional compensation shall be at the rate of double **time** and one-half (**2-112**) for all hours worked.

- (c) At the time an employee is required to work overtime or within one month thereafter, 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 (CTO) in lieu of overtime pay, the time off shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within six (6) months of the occurrence of the overtime. If such time off is not taken by the end of the said six (6) month period, overtime at the applicable overtime rate shall be paid at the employee's next regular pay cheque.

Where mutual agreement is reached under this provision the employee shall not be required to work on the mutually agreed days off except in an emergency situation.

- (d) For the purposes of overtime calculation, the following shall be considered as a regularly scheduled work day:
- (1) Any paid leave of absence
 - (2) Unpaid leave of absence on a scheduled work day, except general leave pursuant to Article 24.03, and except any leave in excess of two (2) consecutive weeks.

This provision does not apply to statutory holidays scheduled in accordance with Article 22.01, Paid Holidays.

16.05 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.06 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations and/or in other situations where the Employer is unable to contact a qualified person on the call list.

16.07 Overtime for Part-time Employees

A part-time employee working less than the regular working hours per day or week shall be paid straight-time pay during her regular scheduled part-time, hours. Overtime rates shall apply for those regular hours in excess of the working day or working week as defined in Article 15.02 - Hours of Work, and for all work performed on holidays.

16.08 Call Back Pay Guarantee

An employee who is called back to work outside her regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

ARTICLE 17 - SHIFT WORK

17.01 Definition and Premium Shifts

Employees working the evening shift shall be paid a shift differential of seventy cents (\$0.70) per hour for the entire shift worked.

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

Evening shift will be defined as any shift in which the major portion occurs between 1600 hours and 2400 hours, and night shift as any shift in which the major portion occurs between 2400 hours and 0800 hours.

Shift premiums shall apply to employees who are required to work overtime. The overtime premium shall not be applied to the shift differential.

ARTICLE 18 - DEFINITION OF EMPLOYEE STATUS

18.01 Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 15 - Hours of Work.

18.02 (a) Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15) hours per week, but less than the full hours of work as provided in Article 15 - Hours of Work.

(b) Regular part-time employees shall receive the following prerequisites on a proportional basis as granted a regular full-time employee:

(i) Vacation entitlement shall be equal to full-time pursuant to Article 21.01. Vacation pay shall be pro-rated.

(ii) statutory holidays will be paid in proportion to the number of hours worked in the calendar month prior to the statutory holiday.

(iii) special leave and bereavement leave shall be applied in proportion to the number of hours worked.

18.03 Casual employees are primarily relief employees and may be employed to work full shifts or part shifts on a continuing or intermittent basis in capacities such as:

- (a) Sickness relief;
- (b) Vacation relief;
- (c) Leave of absence relief;
- (d) Relief pending a regular employee appointment
- (e) Temporary work-load relief;
- (f) Statutory holiday relief; and/or
- (g) Maternity leave relief.

18.04 *Casual Employee Benefit Entitlement*

Casual employees will be paid the hourly ~~rate~~ of their particular classification and will be entitled only to the following benefits of the Collective Agreement:

(a) Overtime

- (1) Time and one-half (1 ~~1/2X~~) for the first ~~two~~ (2) hours of overtime in excess of seven and one-half (7 ~~1/2~~) hours in any one (1) day.
- (2) Double time (2X) for hours worked in excess of (1) above.
- (3) Double time (2X) for the hours worked in excess of thirty-seven and one-half (37 ~~1/2~~) hours in a week, but excluding ~~from~~ the calculation hours worked in excess of seven and one-half (7 ~~1/2~~) in a day.

"Week" means a one week ~~period~~ commencing on the first work day ~~following~~ any two (2) consecutive days off.

- (4) ~~Casual~~ employees will not be scheduled to work in excess of ~~six~~ (6) consecutive ~~shifts~~.

~~Casual~~ employees who work in excess of five (5) consecutive ~~shifts~~ will be paid overtime.

This provision does not apply to employees who work in ~~six~~ (6) day rotations, pursuant to the attached Letter of Understanding.

(b) ~~Shift~~ differential.

- (c) Casual employees shall receive ~~12.2%~~ of their straight-time pay in lieu of scheduled vacations, statutory holidays, and ~~health~~ and welfare benefits (subject to the Letter of Understanding entered into by the parties regarding ~~4.0%~~ funding for health and welfare benefits).

- (d) ~~Casual~~ employees shall be ~~paid~~ time and one-half (1 1/2) for hours worked on a statutory holiday, (double time and one-half (2 ~~1/2~~) for hours worked on Christmas and New ~~Year's~~ Day).

18.05 *Casual Employee Seniority*

~~Casual~~ employees shall accumulate ~~seniority~~ in accordance with hours worked. Casuals shall be ~~called~~ in order of ~~seniority~~

All ~~casual~~ hours shall be voluntary, provided that ~~casual~~ employees who have agreed to work certain shifts shall work the ~~shifts~~ to which they have agreed.

A casual employee shall be entitled to register for work in one or more job classifications in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one department, except where the Employer and the Union otherwise agree in good faith.

18.06 Regular part-time employees, subject to ability to perform the job, will be given the first opportunity to have their hours increased to full-time in order of seniority, prior to casual employees being called. This provision does not apply in those cases where any overtime rate is payable to the employee, pursuant to Articles 16.01 and 16.04 of the Agreement.

ARTICLE 19 - HEALTH AND WELFARE

19.01 Basic Medical Insurance

Upon completion of the probationary period for regular employment, eligible regular full-time and regular part-time employees shall be covered by the British Columbia Medical Services Plan and an Extended Health Care Plan which shall provide coverage for eyeglasses and hearing aides. The plan shall cover employees, their spouse, and their dependents. Enrollment in the plan shall be mandatory, provided they are not enrolled in comparable plans. A dependent is one who is so classified for income tax purposes.

Effective April 1, 1993, the allowance for vision care shall be ninety-five dollars (\$95.00) annually.

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

19.02 Dental Plan

The Employer shall establish a dental plan which shall cover post-probationary, regular full-time, and regular part-time employees, their spouses, and their children, and provide:

Plan A - 100% coverage of costs incurred;

Plan B - 50% coverage of costs incurred;

Effective July 1, 1988,

Plan C - 50% coverage of costs incurred, to a lifetime maximum of \$1750 per insured dependent.

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

19.03 *Group Life and Accidental Death*

Upon completion of the probationary period for regular employment, eligible regular full-time and regular part-time employees will be covered by a Group Life Insurance Plan which will provide a benefit of two times (2x) the employee's annual salary with double indemnity. Enrolment in the plan shall be mandatory.

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

19.04 *Medical Examination*

Where **the** Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

19.05 *Superannuation*

Effective July 1, 1990, eligible employees who have completed the probationary period in regular service shall **be** brought within the scope of the Pension (Municipal) Act.

19.06 *Long Term Disability Insurance Plan*

- (a) The Employer shall provide a Long Term **Disability Insurance** Plan. The Plan shall be **as** provided in the Addendum - Long Term Disability Insurance Plan.
- (b) The plan shall provide post-probationary employees with two-thirds (2/3) salary continuation **until** the age of sixty-five (65) in the event of a disability.

The salary continuation stated above shall not exceed \$1,500 per month.
- (c) The Employer shall pay one hundred percent (100%) of the premium.

19.07 *Commencement of Benefit Plan Coverage*

Coverage under all provisions of this section shall commence on the **first** day of the calendar month immediately following the completion of the regular employee's probationary period. Post-probationary **casual** employees who successfully bid into a regular position shall be eligible for coverage the first of the calendar month following the completion of the probationary period in the regular position.

19.08 *Eligibility for Benefit Plan Coverage*

For the purpose of Articles 19.01, 19.02, 19.03, 19.04 and 19.06, eligible employees are regular employees who are scheduled to work a **minimum** of **an** average of fifteen (15) hours per **week** on a regular basis.

ARTICLE 20 - INDEMNITY

20.01 The Employer agrees to keep in force at all times liability insurance to cover all employees for any legal liability for third-party damages due to bodily injuries, personal injury or property damage arising out of the negligent carrying out of duties in the course of their employment by the Employer.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

Regular full-time and regular part-time employees shall receive an annual vacation with pay in accordance with their years of employment, as follows:

1	year	continuous service -	20	work days' vacation
2	years	continuous service -	20	work days' vacation
3	years	continuous service -	20	work days' vacation
4	years	continuous service -	20	work days' vacation
5	years	continuous service -	21	work days' vacation
6	years	continuous service -	22	work days' vacation
7	years	continuous service -	23	work days' vacation
8	years	continuous service -	24	work days' vacation
9	years	continuous service -	25	work days' vacation
10	years	continuous service -	26	work days' vacation
11	years	continuous service -	27	work days' vacation
12	years	continuous service -	28	work days' vacation
13	years	continuous service -	29	work days' vacation
14	years	continuous service -	30	work days' vacation
15	years	continuous service -	31	work days' vacation
16	years	continuous service -	32	work days' vacation
17	years	continuous service -	33	work days' vacation
18	years	continuous service -	34	work days' vacation
19	years	continuous service -	35	work days' vacation
20	years	continuous service -	36	work days' vacation
21	years	continuous service -	37	work days' vacation
22	years	continuous service -	38	work days' vacation
23	years	continuous service -	39	work days' vacation
24	years	continuous service -	40	work days' vacation
25	years	continuous service -	41	work days' vacation
26	years	continuous service -	42	work days' vacation
27	years	continuous service -	43	work days' vacation
28	years	continuous service -	44	work days' vacation
29	years	continuous service -	45	work days' vacation

21.02 Compensation for Holidays Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay to be taken at a time mutually agreed to between the employee and the Employer.

21.03 *Vacation Pay*

Vacation pay for each day of vacation shall be at the rate of regular daily earnings.

21.04 *Vacation Pay on Termination*

An employee terminating her employment at any time in **her vacation** year before she has had her vacation shall **be** entitled to a proportionate payment of **salary** or wages in lieu of such vacation, prior to termination.

21.05 *Preference in Vacations*

Vacations shall be **granted** at such time **as** is mutually agreed upon by the employee and Employer. Preference in choice of vacation **period** shall be accorded the employee with the greatest seniority.

21.06 *Vacation Schedules*

Proposed vacation schedules shall **be** posted by May 1st of each year and shall not be changed unless mutually agreed **upon** by the employee and the Employer.

21.07 *Approved Leave of Absence During Vacation*

- (a) Where **an** employee qualifies for bereavement leave or **any** other approved leave during her period of vacation, there shall be no deduction **from** vacation credits for such absence. The **period** of vacation so displaced shall either be added to the vacation **period** or reinstated for use at a later date, **at** the employee's option.
- (b) If **an** employee **is** sick in excess of three (3) days while on her annual vacation, the days of **illness** shall not **be** considered **as** vacation but shall be considered **as** sick time if **a** medical certificate is produced within seven (7) days of return **to** work. The employee must endeavour to report back to work at the scheduled conclusion of her vacation, the unused **portion** of which will be rescheduled at a later **date**.

ARTICLE 22 - PAID HOLIDAYS

22.01 (a) Paid Holidays

The following have **been** designated **as** paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

- (b) Statutory holidays as defined in Article 22.01 (a) shall be designated by the Employer throughout the year on the scheduled rest days of each regular employee, within (2) pay periods of the statutory holiday.

If an employee wishes to arrange a statutory holiday on a work day instead of a rest day, the employee shall notify their supervisor of their request at least fourteen (14) days prior to the statutory holiday, identifying the work day which they are requesting in lieu of the statutory holiday.

These requests will be granted wherever practical and subject to the proper operation of the facility, and shall not be unreasonably denied.

- (c) An employee who works the statutory holiday shall be paid the applicable rate pursuant to Article 22.04 for all hours worked on the actual calendar day of the holiday.

22.02 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applied to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

22.03 Holiday Falling on a Scheduled Day Off

When a paid holiday falls on an employee's scheduled day off, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the scheduled day off so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time.

22.04 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of time and one-half (1-1/2) for hours worked plus a day off in lieu of the holiday, except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half (2-1/2) for hours worked plus a day off in lieu of the holiday.

Subject to this Article, an employee may bank up to eleven (11) statutory holidays per year, to be taken at a mutually agreed time. Statutory holidays can be accrued over the period of a calendar year and must be taken by the date of March 31st, immediately following the calendar year in which the statutory holidays were accrued. This provision shall be at no additional cost to the Employer.

22.05 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave with pay and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

22.06 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work rotating shifts shall have at least Christmas Day or the following New Year's Day off.

ARTICLE 23 - SICK LEAVE

23.01 Sick Leave Defined

Sick leave is for the sole purpose of protecting regular employees against loss of income for the period of time that an employee is absent from work because of sickness or disability, or being under examination or treatment of a physician or dentist because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 Accumulated Sick Leave

Eighteen (18) days sick leave per year shall be earned and accumulated by a regular full-time employee at the rate of one and one-half (1-1/2) days for every month an employee is employed, up to a maximum of one hundred and fifty-six (156) days. For part-time employees, sick leave shall be accumulated on a pro-rated basis to a maximum of one hundred and fifty-six (156) days.

Upon completion of the probationary period employees shall be credited sick leave benefits retroactive to their date of hire.

23.03 Proof of Illness

All employees may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, to certify inability to carry out duties due to illness.

In cases where the employee does not keep the Employer informed of his/her condition, the Employer will not take unreasonable steps to obtain the information as required.

23.04 Exhaustion of Sick Leave

Employees who utilize **all** of their sick leave credits and are unable to **return** to work **shall** be retained on unpaid leave of absence for up to one (1) year.

23.05 Workers' Compensation Benefits

Regular employees qualifying for Workers' Compensation benefits shall have all benefits **of** this Agreement maintained by the Employer and shall be continued **on** the payroll at a **rate** equalling the difference between the amount **of** her normal *salary* or wages and the amount **of** Compensation payments with the difference being charged to the employee's sick leave credits **at** the employee's discretion.

23.06 Medical or Dental Appointments

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

23.07 Sick Leave Records

Immediately after the close of each calendar year, the Employer **shall advise** each employee in writing of the amount of sick leave accrued to **her** credit.

23.08 Payment for Unused Sick Leave on Termination of Employment

In the event of death of **an** employee, **forty percent (40%)** of unused sick leave credits calculated at the employee's **rate of** pay at that time shall be **paid to the** employee's beneficiary or, in the absence of a beneficiary, to the employee's estate.

An employee having accrued sick leave to her credit shall **on** retirement, at age **sixty** or any subsequent age up to sixty-five, or other maxima/minima retirement ages **as** prescribed by the Pension (Municipal) Act, and on **leaving** the Employer's service, receive forty per cent **(40%)** of unused sick leave credits, calculated at the rate of pay effective immediately prior to retirement.

23.09 Deduction of Sick Leave

Sick leave pay **shall** be accumulated **on** the basis of regularly scheduled work hours. Sick leave shall be paid according to regularly scheduled work hours.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 Collective Bargaining

Leave of absence without pay and without **loss** of seniority shall be granted to **a** maximum of three **(3)** employees who are representatives of the Union **on** the Union Bargaining Committee to leave their employment to carry **on** negotiations with the Employer.

24.02 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, seminars, temporary Union appointments, executive and committee meetings, etc., of the Union, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, shall be allowed leave of absence without pay to a maximum of **three (3)** months. Any further extensions shall be by mutual agreement.

The Employer shall bill the Union for time so spent.

An employee elected to a full-time position with the Union will be permitted leave of absence without pay for a maximum of two (2) years.

24.03 General Leave Without Pay

- (a) An employee may be granted leave of absence without pay up to a maximum of one year when she requests such leave for **good** and sufficient cause. Requests for such leave shall be in writing and subject to the approval of the Employer.
- (b) Employees may take educational leave under **this** clause provided the leave is approved by the Employer and the education is related to a job classification within the bargaining unit.

24.04 Bereavement Leave

- (a) When death **occurs** to a member of a regular full-time or part-time employee's immediate family, the employee shall be granted upon request an appropriate leave of absence and she shall be compensated at her regular straight-time hourly rate for hours lost from **her** regular schedule to a maximum of **three (3)** days.

Members of the employee's immediate family are defined **as**: parent, **spouse**, brother, sister, child, parent-in-law, sister/ brother-in-law, grandparent, grandparents-in-law, grandchild, stepchild, stepparent, and legal guardian.

- (b) If death occurs to a member of a regular full-time or part-time employee's immediate **family as defined** above while the employee is **on** her **annual** vacation, the days of bereavement up to a maximum of three (3) days shall not be considered **as annual** vacation but shall be considered bereavement leave.

24.05 Special Leave

Special leave with pay shall be granted for the following purposes:

- (a) Marriage of the employee - three (3) working days
- (b) **Birth** or adoption of employee's child - one (1) working day

- (c) Serious household or domestic emergency including illness in the immediate family of an employee and when **no** one at the employee's home other than the employee *can* provide for the care of the **ill** immediate family member - up to two days at one time.
- (d) Leave of **up** to an additional three (3) days **with** pay, or more without pay, may be taken where reasonably necessary for travel associated with bereavement leave.

Where circumstances permit, the Employer may require the employee to provide reasonable verification for the claims arising out of **this** Section.

24.06 Maternity, P a r e d , and Adoption Leave

Maternity Leave

- (a) **An** employee, on her written request for maternity leave, **is** entitled to a leave of absence from work, without pay, for period of eighteen (18) consecutive weeks or **a** shorter period the employee requests, commencing eleven (11) **weeks** immediately before the estimated date of birth or a later time the employee requests.

The request must be made **at** least four (4) weeks before the day specified in the request **as** the day on which the employee proposes to commence maternity leave and **be** accompanied by **a** certificate of **a** medical practitioner stating that the employee **is** pregnant and estimating the probable date of birth of the child.

- (b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of **six** (6) weeks following the actual date of birth of the child unless the employee requests **a** shorter period.
- (c) **A** request for a shorter **period** under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must **furnish** the Employer with a certificate of **a** medical practitioner stating that the employee is able to resume work.
- (d) Where **an** employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on **a** specified date, grant the employee leave of absence from work, without pay, for a period of **six** (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

- (e) Where **an** employee who has been **granted** leave of absence under this Article **is**, for reasons related to the birth or the termination of the pregnancy **as** certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence for work, without pay, for a period specified in one or more certificates, but not **exceeding** a **total** of **six (6)** consecutive weeks.

Parental Leave

- (a) **An** employee, **on his** or her written request for parental leave, **is** entitled to a leave of absence from work, without pay, for the **period** specified in subsection (c).
- (b) A request under subsection (a) must:
- (i) be made at least four **(4)** weeks before the day specified in the request **as** the day **on** which the employee proposes to commence parental leave, **and**
 - (ii) be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate **has** not been provided under the Maternity Leave **section**, or, a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) The employee is entitled to parental leave for **a period** of twelve **(12)** consecutive weeks or **a shorter period** the employee requests, commencing:
- (i) in the *case* of a natural mother, immediately following the end of the Maternity leave taken under the previous section, unless the Employer and the employee agree otherwise;
 - (ii) in the *case* of a natural father, following the birth of the child and within the fifty-two **(52)** week **period** after the birthdate of the newborn child; and
 - (iii) in the *case* of **an** adopting mother or father, following the adoption of the child and within the fifty-two **(52)** week **period** after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) If
- (i) the newborn child or adopted child will be, or **is** at least, **six (6)** months of age at the time the child comes into actual care **and** custody of the mother or father, **and**

- (ii) it is ~~certified~~ by a medical practitioner or the agency that placed the child that ~~an~~ additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition,

the employee is entitled to a further parental leave of absence from work, without pay, for a ~~period~~ not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

Combined Maternity and Parental Leave

An employee's combined entitlement to a leave of absence from work under the Maternity and Parental leave sections shall not exceed thirty-two (32) weeks.

An Employer may require an employee to commence a leave of absence under the Maternity leave section where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence ~~until~~ the employee provides a ~~certificate~~ from a medical practitioner stating that she is able to perform her duties.

Employment Deemed Continuous

The ~~services~~ of an employee who is absent from work in accordance with **this** Article shall be considered continuous for the purpose of Articles 12.01 and 21.01. The Employer shall continue to make payments to the plans in the same manner **as** if the employee were not **absent** where the employee elects to pay **his** or her share of the cost of the plans.

Re-instatement

- (a) An employee who resumes employment on the expiration of the leave of absence **granted** in accordance with **this** Article **shall be** re-instated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (b) Where the Employer has ~~suspended~~ or discontinued operations during the leave of absence granted under **this** Article and **has** not resumed operations during the leave of absence, the Employer shall, **on** resumption of operations and subject to seniority provisions in a Collective Agreement, comply with subsection (a).

24.07 Adoption Leave

Adoption leave without pay shall apply to a maximum of eighteen (18) weeks to attend to the adoption of a child.

24.08 *Jury Duty/Court Witness*

An employee who is subpoenaed by the Crown for jury duty or **as** a witness for the Crown shall continue to receive her regular pay. The employee **shall turn** over to the Employer any monies she receives from the Crown **on the days** she is normally scheduled to work, provided this does not **exceed** her regular pay rate.

24.09 *Benefit Entitlement While on Unpaid Leave of Absence*

- (a) Any employee who is **on** unpaid leave of absence for any reason totalling up to twenty (20) working days in any year shall continue to receive **all** benefits **as** per the Agreement.

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

Employees **on** unpaid leave of absence in excess of twenty (20) days may continue coverage under Articles 19.01, 19.02, and 19.03 provided the employee pays the full cost of these plans.

- (b) Sick Leave

Any employee who is **on** unpaid leave of absence, pursuant to Article 23.04, for two (2) calendar months or less shall continue to receive all benefits **as** per the Agreement. **If** an unpaid leave of absence or an accumulation of unpaid leaves of absence **exceeds** two (2) calendar months in any year, the employee shall not receive benefits from the end of the two (2) month period to the last day of the unpaid leave, but shall have previously *earned* benefits restored **upon** return to work. Employees on unpaid leave of absence due to sickness in excess of two (2) calendar months may continue coverage under Articles 19.01, 19.02, 19.03, and 19.06 provided the employee pays the full cost of these plans.

- (c) Maternity, Parental, and Adoption Leave

Post probationary regular full-time and regular part-time employees on maternity, parental, or adoption leave shall continue *to* be covered for the benefits set out in Article 19 for the duration of such leave **as** described in Article 24.06.

- (d) **Subsection** (a) of this article does not apply to Leave of Absence under Article 24.01.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of the Agreement. On each pay day each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and all deductions.

25.02 Pay on Temporary Transfer, Higher Rated Job

When an employee is required by the Employer to temporarily relieve in or perform the principal duties of a higher paying position at a flat rate of pay, she shall receive the rate for the job.

25.03 Pay on Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, her rate shall not be reduced.

25.04 Vacation Pay

An employee shall receive on the last office day preceding commencement of her annual vacation any pay cheques which may fall due during the period of vacation. Employees must notify the pay office at least one pay period in advance of their vacation.

25.05 Nurses' Charge Pay

A special allowance of ninety cents (\$.90) per hour will be paid to nurses designated in charge of the facility for a specified shift.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

26.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior discussion with the Union.

26.03 Changes in Classification

When the duties of work in any classification are changed or increased, or where the Union and/or an employee feels she is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay and accuracy of the job description shall be subject to mutual agreement between the Employer and the Union.

If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by the employee.

26.04 Technological Change

Definition

Technological change shall be defined as a change in the equipment, materials or method of operation of the facility which reduces the total number of employees required to operate a department, or the total number of hours worked by the employees in a department.

Notification

The Employer will provide the Union with ninety (90) days notice of any planned technological change in order to discuss the effects of the change.

Employee Displacement

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change, by utilizing normal turnover of staff to absorb employees who would otherwise be displaced by technological change. However, when necessary to reduce staff, it shall be carried out as follows:

Employees whose jobs are eliminated by technological change shall be transferred to existing vacancies within the facilities, provided the employee possesses the required qualifications and ability to perform the job.

Where such vacancies do not exist, employees whose jobs are eliminated by technological change may utilize their seniority to bump other employees on the following basis:

- (1) the employee possesses the required qualifications and ability to perform the job, and
- (2) the move does not result in a promotion
- (3) employees shall exercise their option to bump other employees within seven (7) calendar days from the date he/she receives notification from the Employer.

Should the Employer introduce new material or equipment which **requires** operation or handling by employees, or in **cases** of technological change, the Employer will provide adequate training to ensure proper operation of equipment and proper handling of materials.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Cooperation on Safety

The Union and the Employer shall cooperate in improving rules and **practices** which will provide adequate protection to employees. **An** employee who refuses to work pursuant to Section 8.24 of the Industrial Health and Safety Regulations shall have the right to grieve, if disciplined.

27.02 Injury Pay Provisions

An employee who is injured while **performing** work duties and is required to leave for *treatment* or is sent home **as a** result of such injury, **shall receive** payment for the remainder of the shift at her regular **rate** of pay, without deduction from sick leave, unless a **doctor** or nurse states that the employee is fit for further work **on** that shift. An employee who has received payment under **this** section shall **receive** pay for time necessarily spent for **further medical** treatment of the injury during regularly scheduled **working** hours subsequent to the day of the accident.

27.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees **requiring** medical **care as** a result of a workplace accident suffered while performing work duties shall be at the expense of the Employer.

27.04 First Aid Kits

A First Aid Kit **shall** be supplied by the Employer in accordance with the Health Regulations of the Province of British Columbia.

27.05 Safety Committee

This **will** acknowledge that the Employer and the Union **will** jointly approach the Workers' Compensation Board in order to seek their guidance and assistance in the establishment of **an** Industrial Health and Safety Committee pursuant to the W.C.B. regulations.

27.06 Safety Information

Where the Employer is supplied with hazardous material information **pursuant** to government regulations, the Employer **will forward** the information to the **safety** committee. **The Union** will **also** supply the Employer with **similar** information where such information **is** supplied to the Union.

ARTICLE 28 - CONTRACTING OUT

28.01 The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

ARTICLE 29 - UNIFORM AND CLOTHING ALLOWANCE

29.01 Supply of/or Allowance for ~~Work~~ Clothing or Uniforms

In the event the Employer requires the employees to wear uniforms, the Employer will provide the uniforms on a fair wear and tear basis.

The Employer shall supply and launder smocks for the kitchen staff. The Employer will consult the employees with respect to style, colour and material.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

30.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party upon notice to the other may re-open the pertinent parts of the Agreement for negotiations.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason the Union shall print and supply, at a shared cost of 50/50 with the Employer, sufficient copies of the Agreement for all employees. The Employer shall print and provide all new employees with a copy of the Agreement.

The size of booklets and size of print shall be agreed between the parties.

ARTICLE 32 - GENERAL

32.01 Plural or Masculine Terms May Apply

Whenever the singular, feminine, or masculine is used in this Agreement, it shall be considered **as** if the plural, masculine, or feminine has been used where the context of the party or parties hereto **so** requires.

32.02 Conflict with Regulations

In the event that there is a conflict **between** the contents of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the **said** rule or order.

32.03 Income Tax Receipts

The Employer shall supply each employee, without charge, a receipt for income **tax** purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees together with their T-4 slips.

32.04 Leave for Taking Courses

An employee shall be granted leave **with** pay to take courses at **the** request of the Employer. The Employer shall bear the **full** cost **of** the course, including tuition fees, entrance or registration fees, laboratory **fees** and course-related books, **necessary** travelling and subsistence expenses, and other legitimate expenses where applicable. **Fees** shall be paid by the Employer when due.

A regular employee may be granted leave without pay or leave with partial pay to take courses in which the employee wishes to enroll.

Employees may apply for unpaid leave of absence to take educational courses related to their employment. Such requests may be granted at the discretion of the Employer, which discretion shall be exercised reasonably.

An employee who is granted an unpaid leave of absence under this provision may work **as** a casual employee during the period of the leave of absence without the necessity of resigning.

32.05 In-Service Education

Where an employee is specifically required by the Employer to attend an in-service education meeting, or other meetings outside of an employee's scheduled working hours, **the** employee will be paid for the time spent **in** attending such meetings. Overtime rates **will** be paid if warranted in accordance with the Collective Agreement. Voluntary attendance by employees shall not be considered **as** working time.

32.06 Previous Experience - Registered Nurses

Newly hired registered nurses who are employed for a regular position shall receive the following **salary recognition** for relevant nursing experience **as** determined by the Employer, provided not more **than two (2) years** have elapsed since such experience was obtained.

Any time spent **in an** education program mutually acceptable to the Employer and **the Union will not be** counted **as** experience, but will not constitute a break in *service*.

- (a) One (1) **annual** increment for two (2) **years** experience within the last four **(4) years**.
- (b) Two (2) **annual** increments for four **(4)** years experience within the last seven **(7)** years.
- (c) **Three** (3) annual increments for **six (6)** years experience within **the** last nine (9) years.

When **a casual** registered nurse applies for and receives **a** regular position, she/he shall receive credit for his/her accumulated hours **within** the last two (2) years.

32.07 Employee Parking

The Employer **will** continue its current practice of providing **free** parking to employees on **a** first come, first served basis, **as far as** practicable, provided the **Union** agrees that the Employer may continue to use the employees' **portion** of the UIC reduction to pay for the cost of parking.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement, unless changed by **mutual** consent of **both** parties hereto, shall be in force and effect from April 1, 1994, to March 31, 1996, and thereafter from year to year unless **either party** to this Agreement gives notice to commence collective bargaining in accordance with **the Labour Relations Code of British Columbia**. During the **period** of collective bargaining this Agreement shall **continue** in full force and effect.

All provisions of this Agreement shall be effective from the date of signing unless otherwise specified in this Agreement.

SIGNED ON BEHALF OF

THE EMPLOYER:

Roberta Lloyd

[Signature]

[Signature]

Date: Sept 15/94

THE UNION:

[Signature]

Margaret Spedden

Stahward

Date: Sept. 15/94

SCHEDULE "A" HOURLY WAGES AND CLASSIFICATIONS

JOB CATEGORY		APRIL 1, 1992	APRIL 1, 1993	OCTOBER 1, 1993	APRIL 1, 1994	OCTOBER 1, 1994	APRIL 1, 1995
			*1.0% PAY EQUITY	2.8% IN LIEU OF CONVERSION TO 36 HOUR WORK WEEK	+ 1.5% GENERAL INCREASE	+ 3.7% GENERAL INCREASE	+ 1.0% PAY EQUITY + 1.0% GENERAL INCREASE
CARE ATTENDANT WARD CLERK ACTIVITY AIDE	Start	14.23	'14.38	14.78	15.00	15.55	'15.94
	12 Months	14.67	'14.82	15.23	15.46	16.03	'16.44
HOUSEKEEPING AIDE		13.78	'13.92	14.31	14.52	15.06	'15.44
DIETARY AIDE		13.78	*13.92	14.31	14.52	15.06	15.29
COOK I		15.54	15.54	15.98	'16.38	16.98	'17.40
COOK II		14.79	14.79	15.20	*15.58	16.16	'16.57
HEAD HOUSEKEEPER		14.77	'14.92	15.34	15.57	16.15	'16.56
MAINTENANCE PERSON		15.34	15.34	15.77	16.00	16.59	16.84
HEAD CARE AIDE	Start	15.04	*15.19	15.62	15.85	16.44	*16.85
	12 Months	15.34	*15.49	15.92	16.16	16.76	'17.18
LAUNDRY AIDE		13.78	'13.92	14.31	14.52	15.06	15.29
REGISTERED NURSE	1st Year	18.78	'18.97	19.50	*20.00	—	'20.49
	2nd Year	19.87	*20.06	20.63	'21.15	—	'21.68
	3rd Year	20.87	'21.08	21.66	*22.21	—	'22.77
	4th Year	21.70	*21.92	22.53	'23.09	—	*23.68
	5th Year	22.42	'22.65	23.28	*23.86	—	'24.46
	6th Year	23.27	*23.50	24.16	'24.77	—	'25.39

The 2.8% increase of October 1, 1993 is in lieu of a potential conversion to a 36 hour work week agreed to elsewhere in the industry. In the event that a 36 hour work week is negotiated between the parties in any future agreement, it shall be at no additional cost to the employer.

ADDENDUM

LONG TERM DISABILITY INSURANCE PLAN

Section 1 - Eligibility

- (a) Regular full-time and regular part-time employees who are on **staff** at the **date** of the signing of the agreement and who are not presently disabled from working or who **join** the staff following that **date** shall, upon completion of the three month probationary **period**, become members of the Long Term Disability Plan **as** a condition of employment.
- (b) Seniority accumulation **and** benefit entitlement for employees on long **term** disability shall be consistent with the provisions of Articles **12.02** and **24.08** of the Collective Agreement.

Employees on long **term** disability **shall be** considered employee for the purpose of Superannuation in accordance with the Pension (Municipal) Act.

Employees on long **term** disability shall have their Group Life Insurance Premiums waived, and coverage under the Group **Term** Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

Section 2 - Waiting Period and Benefits

In the event **an** employee, while enrolled in **this** Plan, becomes totally disabled **as** a result of an accident or an illness then, after the employee has been totally disabled for **six (6)** months, the employee shall receive a benefit **equal** to two-thirds (**2/3**) of monthly **earnings**, to a maximum of fifteen hundred dollars (**\$1,500.00**) per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings **shall** mean basic monthly **earnings as** at the date of disability. Basic monthly earnings for regular part-time **employees** shall be calculated on the basis of the employee's average monthly hours of work **for** the twelve (**12**) month **period** or such shorter **period** that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate **as** at the date of disability.

The long term disability benefit payment shall **be** made **so long as** an employee remains totally disabled and shall **cease** on the date the employee reaches age **65**, recovers, or **dies**, whichever occurs first, or **as** of the **date** of failure **to** provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

- (a) **Total** disability, as used in this Plan, means during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in his/her normal occupation, and after the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provisions LIMITATIONS AND EXCLUSIONS.
- (b) **Total** disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a psychiatrist, in order to continue to be eligible for benefit payments.
- (c) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

Where an employee is in receipt of Long Term Disability Benefits, the Company may refer the employee to a medical practitioner of the Company's choosing for an independent medical assessment.

- (d) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan,
- (e) Any employee who is receiving benefits under this Plan and who, in the opinion of a legally qualified doctor of medicine, has the potential for rehabilitation shall make every effort to participate in a rehabilitation program. An employee who fails to do so shall become ineligible for continued benefits under this Plan.

If an employee who is receiving this Long Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of a legally qualified doctor of medicine and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time **as** the employee's **earnings** from rehabilitative employment exceed eighty percent (80%) **of** the employee's **earnings** at the **date** of disability, but in no event for more than twenty-four (24) months from the **date** rehabilitative employment commences.

If the earnings are receive by an employee during a period of **total** disability and, if such earnings are derived from employment which has not been approved **as** rehabilitative employment, then the regular monthly benefit **from** the **Plan** shall be reduce by one hundred percent (100%) of such earnings.

Section 4 - Exclusions and Limitations

Exclusions

No benefit shall be payable, in accordance with the **terms** of **this** policy, for any disability which is caused by or results from:

- (1) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (2) pregnancy, including complications of pregnancy, if the disability occurs during a period for which the employee would otherwise be eligible for benefits under the Unemployment Insurance Act 1971 Canada, and its regulations;
- (3) rebellion or insurrection, war, whether war has been declared or not, **or** by full or part-time **service** in any **Armed Forces**;
- (4) flying or **air** travel, except when **flying** or travelling **as** a passenger in **an** aircraft for which a certificate of **airworthiness** has been issued by the appropriate government authority and which is operated by a properly licensed pilot.
- (5) A condition for which **an** employee had received medical treatment, diagnosis, or taken prescription drugs within three (3) months of the effective date of coverage under the plan, and a claim related to that condition is made within twelve (12) months of coverage.
- (6) A disability due to the **use** of drugs or alcohol, except where the employee is under active supervision and **is** receiving continuous treatment for that disability from a rehabilitative centre or an institution provincially designated for that treatment.
- (7) Any sickness or injury to which the contributing cause was the commission or attempted commission by the employee **of a criminal** offense.

Limitations

- (1) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he **is** prevented **from** engaging **in** that occupation or employment by any **disqualification** of law, licensing, or employment practice, even though such disqualification may **arise** from or be related **to** bodily injury or sickness for which he **has** received benefits provided by this policy.
- (2) In no event **shall** absence outside the territorial limits of Canada or the United **States** in North America be considered **as part** of disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 - Integration with Other Disability Income

The amount of benefit payable to an employee shall be **the** amount for which he/she **is** insured **on** the date of commencement of his/ her total disability, subject to any provision for the reduction or termination of insurance contained in this policy **on** such **date**.

However, if during a disability **period**, the employee is entitled to receive income **from** any of the following sources:

- (i) Workers' Compensation Act, or similar law;
- (ii) Department of Veterans' **Affairs**;
- (iii) Retirement or Pension Plan with any employer;
- (iv) any disability provision or any group insurance policy;
- (v) any law providing disability or retirement benefits enacted **by** any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan;
- (vi) the Insurance Corporation of British Columbia (I.C.B.C.) or any other similar provincial auto insurance plan.

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee **was** receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, **no** reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of **his** income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction **will** be made in **this** benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee **shall** not reduce the benefit from this **Plan**.

Section 6 - Successive Disabilities

Successive disability **period** means a disability **period** which **begins** within one hundred and eighty (180) days after the termination of a prior disability **period**.

Until the employee **has** resumed his/her previous occupation on a full-time basis sufficiently recovered to prevent relapse, any **period** of total disability arising from the same cause or causes **as a** previous **period** of total disability will **be** considered a continuation of the previous **period** of total disability. In **no** event, however, will periods of **total** disability separated by one hundred and eighty (180) days or more of regular employment be considered **as** one **period** of total disability.

For each initial disability **period**, payment of benefits **will** commence following expiration of the qualification **period** of one hundred and eighty (180) days. For each successive disability **period**, payment of benefits will commence following expiration of:

- (i) the qualification **period** less the total number of days absent due to the same cause or causes during the last preceding **initial** disability **period** and **all** intervening successive disability **periods**, or
- (ii) **thirty** (30) days,

whichever is greater.

Section 7 - Expiration of Sick Leave

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting **period** when the long term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the **long** term disability benefit, or bank the unused sick leave credits for future **use**.

Employees who will be eligible for benefits under the **Long** Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence **until** receipt of long term disability benefits.

Upon return to work **following** recovery, an employee who **was** on long **term** disability shall, where possible, return to his/her former job.

Section 8 - Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of **this** Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 - Premiums

The cost of this Plan shall be borne by the Employer. Payment of premiums shall ~~cease~~ on termination of employment, or six (6) months prior to an employee's ~~65th~~ birthday, whichever occurs first.

Section 10 - Waiver of Premium

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his insurance shall be waived for the period during which benefits are paid.

Section 11 - Claims

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 - Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports relative to the Long Term Disability claims in the process of payments. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the collective agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

MEMORANDUM OF AGREEMENT

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Article 30.01 - Present Conditions to Continue

The parties agree that Article 30.01 does not apply to the provision of free meals to employees.

The Employer shall charge for meals provided to employees at a price according to the cost of the meals.

The effective date of this memorandum shall coincide with the availability of a lunch room for employees.

SIGNED ON BEHALF OF

THE EMPLOYER

THE UNION

Roberta Lloyd
[Signature]
K. [Signature]

[Signature]
Margaret Spulder
[Signature]

Date: Sept 15/94

Date: Sept 15/94

MEMORANDUM OF AGREEMENT

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Work Schedules - Registered Nurses

Section A

The purpose of **this** Letter of Understanding is to vary or **clarify** the terms **and** conditions of the 1992 - 1994 Collective Agreement between the parties to provide for the continuation, on a **trial** basis, of an extended work day/compressed work week into the **shift** schedule. The trial **period shall** be in effect from the **date** of signing to March 31, 1994, inclusive (**see** Appendix A - Proposed Work Schedule).

This Letter of Understanding applies to the following **types** of employees working in the Registered Nursing category at the Parkside Intermediate Care Home operated by the **Prince** George Regional Community Care Society.

1. Regular part-time.
2. casual.

This will **also** include:

1. employees bidding into the Registered Nurses' category, and
2. newly **hired** employees in the Registered Nurses' category.

It is understood **and** agreed by the parties that:

- (a) With the exception of the specific revisions set forth in **this** Letter of Understanding, all other terms and conditions of the 1992 - 1994 Collective Agreement between the **Union** and the Employer **will** apply,
- (b) **All** employees who are covered by the extended work day/compressed work week schedule shall **be** deemed to have agreed to its application.

- (c) The present position of the Employer and the employees will not be compromised by **this** Letter of Understanding. The Employer in no instance will incur **costs** that will exceed the total **costs** they would have incurred had they maintained the regular work day/week in the Collective Agreement. The employee shall not by **this** Letter of Understanding lose or gain any benefit or benefits presently enjoyed under the terms of the 1992 - 1994 Collective Agreement.
- (d) The introduction of this plan **shall** not work to the detriment of the Employer when related to part-time or **casual** employees. No employee **will** receive benefits **superior** to those negotiated in the Collective Agreement for his/her classification and **status** because of the fact of working **an** expanded work day/compressed work week.
- (e) For the purposes of this Letter of Understanding, days have been converted into working hours where applicable so that one (1) day shall **equal** seven and one-half (7 1/2) paid hours. Example: three (3) days' compassionate leave equals seven and one-half (7 1/2) hours' times three (3) days = twenty-two and one-half (22 1/2) working hours.
- (f) **This** Letter of Understanding will come into effect on the date of signing and will continue in effect until March 31, 1994, or until terminated by either party on serving thirty (30) days' written notice to **the** other party of its intention to terminate **this** Letter of Understanding, whichever occurs first. Termination of this Letter of Understanding **will** not be deemed to constitute a layoff pursuant to Articles 14.01 through 14.06, nor shall the affected positions **be** considered vacancies or new jobs and require posting pursuant to Article 13.01.
- (g) This Letter of Understanding is without prejudice with respect to the renegotiation of the 1992 - 1994 Collective Agreement and that neither party will table this Letter of Understanding during such negotiations.
- (h) The attached clause revisions are for administrative **clarity** and indicate the way in which the Employer will implement the expanded work day/compressed work week. These revisions may be modified or expanded upon to comply with the philosophy expressed in **Section A**, Clause (a) of this Letter of Understanding. In the event the parties do not reach agreement with respect to such modification or expansion, written notice to terminate **this** Letter of Understanding will **be** deemed to have been given under Section A, Clause (f) of **this** Letter of Understanding.

In the event that revisions are made to the 1992 - 1994 Collective Agreement, this Letter of Understanding shall be amended to be consistent with these revisions.

Section B

Revisions to **the** Collective Agreement for the purposes of this Letter of Understanding are **as** follows:

ARTICLE 12 - SENIORITY

12.02 Seniority Defined

Seniority for regular full-time and regular part-time employees is defined as the accumulated number of hours paid by the Employer.

Seniority ~~shall~~ not be affected by the following:

- (a) annual vacation;
- (b) paidleave;
- (c) paid general holidays;
- (d) paid time off while receiving benefits under the Workers' Compensation Act; and
- (e) unpaid leave of absence of two hundred twenty-five **(225)** working hours or less.

ARTICLE 18 - DEFINITION OF EMPLOYEE STATUS

18.04 Casual employee Benefit Entitlement

Casual employees **will** be paid the hourly ~~rate~~ of their particular classification and will be entitled only to the following benefits of the Collective Agreement:

- (a) **Overtime**
 - (i) Time and one-half **(1 1/2X)** for the first two (2) hours of overtime in excess of twelve **(12)** hours in any one (1) day.
 - (ii) Double time **(2X)** for hours worked in excess of (i) above.
 - (iii) Double time **(2X)** for the hours worked in excess of forty-eight **(48)** hours in a week, but excluding from the calculation hours worked in excess of twelve **(12)** hours in a day.
 - (iv) "Week" means a one (1) ~~week period~~ commencing on the first work day following any two **(2)** consecutive days off.
 - (v) Casual employees will not be scheduled to work in excess of **six (6)** consecutive ~~shifts~~.

Casual employees who work in excess of five **(5)** consecutive ~~shifts~~ will be paid overtime.

This provision does not apply to employees who work in **six (6)** day rotations, pursuant to ~~the~~ attached Letter of Understanding.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

Regular full-time and regular part-time employees shall receive an annual vacation with pay in accordance with their years of employment, as follows:

1 year's continuous service -	150 working hours' vacation
2 years' continuous service -	150 working hours' vacation
3 years' continuous service -	150 working hours' vacation
4 years' continuous service -	150 working hours' vacation
5 years' continuous service -	157.5 working hours' vacation
6 years' continuous service -	165 working hours' vacation
7 years' continuous service -	172.5 working hours' vacation
8 years' continuous service -	180 working hours' vacation
9 years' continuous service -	187.5 working hours' vacation
10 years' continuous service -	195 working hours' vacation
11 years' continuous service -	202.5 working hours' vacation
12 years' continuous service -	210 working hours' vacation
13 years' continuous service -	217.5 working hours' vacation
14 years' continuous service -	225 working hours' vacation
15 years' continuous service -	232.5 working hours' vacation
16 years' continuous service -	240 working hours' vacation
17 years' continuous service -	247.5 working hours' vacation
18 years' continuous service -	255 working hours' vacation
19 years' continuous service -	262.5 working hours' vacation
20 years' continuous service -	270 working hours' vacation
21 years' continuous service -	277.5 working hours' vacation
22 years' continuous service -	285 working hours' vacation
23 years' continuous service -	292.5 working hours' vacation
24 years' continuous service -	300 working hours' vacation
25 years' continuous service -	307.5 working hours' vacation
26 years' continuous service -	315 working hours' vacation
27 years' continuous service -	322.5 working hours' vacation
28 years' continuous service -	330 working hours' vacation
29 years' continuous service -	337.5 working hours' vacation

ARTICLE 23 - SICK LEAVE

23.02 Accumulated Sick Leave

One hundred thirty-five (135) hours' sick leave per year shall be earned and accumulated by a regular full-time employee at the rate of eleven and one-quarter (11 1/4) hours for every month an employee is employed, up to a maximum of one thousand, one hundred seventy (1,170) hours. For part-time employees, sick leave shall be accumulated on a pro-rated basis to a maximum of one thousand, one hundred seventy (1,170) hours.

Upon completion of the probationary period, employees shall be credited sick leave benefits retroactive to their date of hire.

23.03 *Proof of Illness*

All employees may be required to produce a certificate from a medical practitioner for any illness in excess of twenty-two and one-half (22 1/2) hours, to certify inability to carry out duties due to illness.

In cases where the employee does not keep the Employer informed of his/her condition, the Employer will not take unreasonable steps to obtain the information as required.

ARTICLE 24 - PAID LEAVE

24.03 *Bereavement Leave*

- (a) When death occurs to a member of a regular full-time or part-time employee's immediate family, the employee shall be granted, upon request, an appropriate leave of absence, and she shall be compensated at her regular straight-time hourly rate for hours lost from her regular schedule to a maximum of twenty-two and one-half (22 1/2) hours.

Members of the employee's immediate family are defined as: parent, spouse, brother, sister, child, parent-in-law, sister/brother-in-law, grandparent, grandparent-in-law, grandchild, stepchild, stepparent, and legal guardian.

- (b) If death occurs to a member of a regular full-time or part-time employee's immediate family as defined above while the employee is on her annual vacation, the days of bereavement up to a maximum of twenty-two and one-half (22 1/2) hours shall not be considered as annual vacation but shall be considered bereavement leave.

24.05 *Special Leave*

Special leave with pay shall be granted for the following purposes:

- (a) Marriage of the employee - twenty-two and one-half (22 1/2) working hours.
- (b) Birth or adoption of employee's child - seven and one-half (7 1/2) working hours.
- (c) Serious household or domestic emergency including illness in the immediate family of an employee and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to fifteen (15) hours at one (1) time,
- (d) Leave of up to an additional twenty-two and one-half (22 1/2) hours with pay, or more without pay, may be taken where reasonably necessary for travel associated with bereavement leave.

Where circumstances permit, the Employer may require the employee to provide reasonable verification for the claims arising out of this section.

24.08 Benefit Entitlement While on Unpaid Leave of Absence

- (a) Any employee who is on unpaid leave of absence for my reason totalling up to one hundred fifty (150) working hours in my year shall continue to receive all benefits as per the Agreement.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds one hundred fifty (150) working hours in any year, the employee shall not receive benefits from the one hundred fifty-first (151st) hour of the unpaid leave to the last day of the unpaid leave, but shall have previously earned benefits restored upon expiration of the unpaid leave.

Employees on unpaid leave of absence in excess of one hundred fifty (150) hours may continue coverage under Articles 19.01, 19.02, and 19.03, provided the employee pays the full cost of these plans.

SIGNED ON BEHALF OF

THE EMPLOYER:

Robert Lloyd

K. J. [Signature]

D. T. [Signature]

Date: Sept 15/94

THE UNION:

[Signature]

Margaret Spulder

[Signature]

Date: Sept. 15/94

MEMORANDUM OF AGREEMENT

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

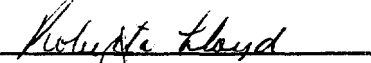
Re: Reorganization of Single Department


The parties recognize that, from time to time, a department may be subject to reorganization. The parties thereby agree that when a single department at either Rainbow or Parkside is reorganized such that there is a decrease/increase in hours of work, or a decrease/increase in the number of positions, the following shall apply:


1. Prior to any layoff occurring, the Employer shall meet with all effective employees and shall advise them of the remaining, new, or amended positions which will exist in the department as a result of the reorganization.
2. The remaining, new, or amended positions shall be posted on exactly the same day as the layoff notices are issued.
3. Those employees in the affected department shall have the first opportunity to bid on the remaining, new, or amended positions within their department.
4. If there are any positions remaining to be filled, the following shall occur:
 - (a) employees in the same department, but who work at the other facility, shall have the opportunity to bid on any remaining, new, or amended positions; and then
 - (b) all other employees at both facilities shall be given the opportunity to bid on any remaining vacancies.
5. The provisions of Article 13.03 shall apply when the Employer considers any application mentioned above.

SIGNED ON BEHALF OF

THE EMPLOYER:




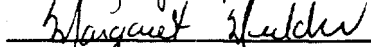





Date: Sept 15/94

THE UNION:







Date: Sept. 15/94

LETTER OF UNDERSTANDING

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Joint Committee to Discuss Bargaining Issues

The parties agree to meet and resolve the following issues by November 30, 1994:

1. Articles **18.02, 21.01, 21.03, and 24** - pro-rating vacations and **statutory** holiday entitlements for part-time employees.
2. Article 18.03 - ~~Use~~ of casual employees **as** proposed by the Employer **and** the **Union** in bargaining.
3. Care Aides at **Rainbow receiving** the ~~same~~ pay **rate as** the Head **Care Aides** at Rainbow.
4. Wage premium for driving the Employer's bus.
5. Hours of **work** and scheduling.

The parties further agree to have **Mr. Don Cott** of the **B.C. Labour Relations Board**, act **as** a facilitator in **these** discussions. The parties may request **Mr. Cott** to make recommendations on the above-noted matters if these issues are left unresolved by November 30, 1994.

SIGNED ON BEHALF OF

THE EMPLOYER:

Roberta Lloyd
[Signature]
[Signature]

Date: Sept 15/94

THE UNION:

[Signature]
Margaret Helder
[Signature]

Date: Sept 15/94

LETTER OF UNDERSTANDING

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Vehicle Allowance

The Employer shall endeavour to determine if there is vehicle insurance coverage that may be used by the Employer to cover employees required to use their own vehicle to conduct business on behalf of the Employer. In the event that the Employer elects to use such insurance coverage for its employees, the Employer shall provide such coverage at no cost to its employees and pay employees an allowance of twenty-five cents (\$0.25) per kilometre for business conducted on behalf of the Employer.

If the Employer is unable to provide general vehicle insurance coverage as noted above, the Employer shall pay employees an allowance of twenty-five cents (\$0.25) per kilometre for business conducted on behalf of the Employer and reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use" up to a yearly maximum of sixty dollars (\$60.00).

SIGNED ON BEHALF OF

THE EMPLOYER:

Roberta Lloyd
[Signature]
[Signature]

Date: Nov 15/94

THE UNION:

[Signature]
Christopher Pagan
[Signature]

Date: Nov 18/94

LETTER OF UNDERSTANDING

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Four Percent (4.0%) Pay in Lieu of Health and Welfare Benefits

Subject to the Employer securing funding from the **Ministry** of Health, part-time employees with less than fifteen (15) hours ~~per week~~ and casual employees shall receive four percent (4.0%) of their regular straight-time earnings in lieu of health and welfare benefits.

SIGNED ON BEHALF OF

THE EMPLOYER:

Robert Lloyd
[Signature]
[Signature]

Date: Sept 15/94

THE UNION:

[Signature]
Margaret Spulder
[Signature]

Date: Sept 15/94

LETTER OF UNDERSTANDING

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Renewal of SOFA Certificates

The Employer agrees to pay for the renewal of employees' SOFA certificates, but regardless of Articles 32.04 and 32.05, the Employer shall not be obliged to pay for an employee's wages while the employee is on such a course.

SIGNED ON BEHALF OF

THE EMPLOYER:

Robert Lloyd
[Signature]
[Signature]

Date: Sept 15 / 94

THE UNION:

[Signature]
Margaret Mulder
[Signature]

Date: Sept 15 / 94

LETTER OF UNDERSTANDING

Between

PRINCE GEORGE REGIONAL COMMUNITY CARE SOCIETY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2516

Re: Employee Assistance Program

The parties agree to meet and discuss an Employee Assistance Program for employees once HEABC and HEU have implemented such a plan under their Collective Agreement.

SIGNED ON BEHALF OF

THE EMPLOYER:

Roberta Lloyd
R. Lloyd
R. Bell

Date: Sept 15/94

THE UNION:

A. Spagnuolo
Margaret Spalding
D. Gibson

Date: Sept 15/94