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COLLECTIVE AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF B.C.

on behalf of

PARKSVILLE AND DISTRICT HOME SUPPORT SOCIETY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3238

Effective April 1, 1992 to March 31, 1998

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ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT

1.1 WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of discussions and negotiations in matters pertaining to working conditions;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well being, and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now agreed that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

NOW THEREFORE, the parties agree as follows:

1.2 No Discrimination

The parties subscribe the principles of the Human Rights Act of British Columbia.

The Employer **and** the **Union** agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

The Employer and the Union agree that employees are entitled to work in an environment which is free from **sexual** harassment and such other types of harassment as are prohibited by the **Human** Rights Act.

The parties agree that substantiated **cases** of harassment may be cause for discipline up to and including dismissal.

Allegations of harassment which are found to be made in bad faith **may** be cause for discipline **up** to and including **dismissal**.

Written grievances arising from this Article may be filed at Step 3 of the grievance procedure.

1.3 Use of Terms

(a) Masculine and Feminine

The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is **used**, it shall be construed as meaning the other if the facts or context require.

(b) Singular or Plural

Wherever the singular is used, the same shall be construed as meaning the plural if the facts or context so require.

ARTICLE 2 - DEFINITIONS

An employee's definition shall be determined as follows:

2.1 Regular Employees

- (a) **A** full-time employee is one who is regularly scheduled to work a minimum of thirty-five (35) hours per week to a maximum of forty (40) hours per week on an ongoing basis.
- (b) **A** part-time employee is one who is regularly scheduled to work a minimum of fifteen (15) hours per week to a maximum of thirty-five (35) hours per week on an ongoing basis, or an average of fifteen (15) hours per week over a consecutive three (3) month period, excluding relief hours.

A regular part-time employee is entitled to all the benefits of the Collective Agreement on a proportionate basis with the exception of benefits provided in Article 26, which shall be paid on the same basis as for regular full-time employees.

2.2 Auxiliary Employees

An auxiliary employee is one who is regularly scheduled to work less than fifteen (15) hours per week or is used on an as-and-when-needed basis. Auxiliary employees will be used to fill in for regular employees where scheduling requires and where no regular part-time employee is available.

Auxiliary employees are entitled to all the benefits of the Collective Agreement, except the following:

- Article 14 - Layoffs and Recalls
- Article 17.1, 17.2, 17.5 - Paid Holidays
- Article 18 - Annual Vacation
- Article 19.2 - Compassionate Leave
- Article 19.5 - Court Duty
- Article 26 - Health and Welfare/Sick Leave Benefits

Specific terms and conditions of employment that apply to auxiliary employees are:

- (a) paid holidays if they have worked fifteen (15) of the previous thirty (30) days, as per Article 17;
- (b) four percent (4%) of their straight time pay in lieu of vacation;

Effective October 1, 1994, auxiliary employees who have more than one (1) year's service shall receive six per cent (6%) of straight time pay for vacation.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.1 Bargaining Unit Defined

The Employer recognizes the Canadian Union of Public Employees and its Local 3238 as the sole and exclusive collective bargaining agency for all of its employees save and except Administrator, Supervisors, other office/clerical staff, and bona fide students

when engaged in gaining practical experience as part of a recognized course of study.

3.2 No Other Agreements

No employee shall be required or permitted to make a written or oral agreement with the Employer or her representative which may conflict with the terms of this Collective Agreement.

3.3 Union Representatives

The Employer agrees that access to its office will be granted to members of the staff of the Union and their advisors when dealing or negotiating with the Employer, or when meeting with the Employer for the purpose of assisting in the settlement of a grievance. Members of the Union staff shall arrange such meetings with the Employer prior to their arrival at the Employer's offices. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office.

3.4 Technical Information

The Employer agrees to provide to the Union such information as is normally available relating to employees in the bargaining unit, which is **required** by the Union for the purpose of collective bargaining.

3.5 **Recognition, Rights and Duties of Stewards**

The Employer recognizes the Union's right to select three (3) stewards to represent employees. The Union agrees to provide the Employer with the names of the employees designated as stewards. A steward shall **obtain** the permission of his immediate supervisor before leaving his work to perform his duties as a steward.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming his normal duties, the steward shall notify his supervisor.

The duties of a steward for which paid time shall apply include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting employees in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes during ratification votes;
- (d) attending meetings at the request of the Employer, or in the case of discipline/dismissal of employees, at the request of the employee.

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- (c) supervision of ballot boxes during ratification votes;
- (d) attending meetings at the request of the Employer, or in the case of discipline/dismissal of employees, at the request of the employee.

3.6 **Future Appointments**

In the absence of a steward, an employee may be represented by an elected officer of the Union. The parties agree that additional stewards may be necessary in the future should the work force expand or be altered significantly.

3.7 **Bulletin Boards**

The Employer shall provide bulletin board space in each office or business location for the posting of Union business.

3.8 **Union Insignia**

The Union will furnish Union shop cards to be displayed on the Employer's premises. Such cards will remain the property of the Union **and** shall be surrendered upon demand.

ARTICLE 4 • UNION MEMBERSHIP REQUIREMENTS

4.1 **Union Shop**

- (a) All employees covered by this Agreement hired after the date of certification shall become members of the Union within thirty **(30)**days after entering employment, and ~~shall maintain~~ such membership as a condition of continued employment.
- (b) **All** Employees covered by this Agreement who were members of the Union on the date **of** Certification, or thereafter become members, shall ~~maintain such~~ membership as a condition of continued employment.
- (c) **all** employees covered by this Agreement, whether or not they are members **of** the Union, shall, as a condition of continued employment, pay to the Union **an** amount equivalent to membership dues.
- (d) Any employee covered by this Agreement who fails to comply with clause 4.1 (c) above shall be terminated within seven **(7)** days of the **Union** notifying the Employer of the employee's failure to comply.

4.2 **Right to Refuse to Cross Picket Lines**

Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

4.3 **No Cessation of Work**

During the life of this Agreement, the Employer agrees that it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee shall authorize, encourage, or participate in any strike, suspension of work, or work slowdown.

ARTICLE 5 - CHECKOFF OF UNION DUES

5.1 Checkoff Payments

The Employer shall deduct from the wages or salary of each employee in the bargaining unit, commencing the first day of employment, the amount of the regular monthly dues payable to the Union. **As** a condition of continued employment, employees shall complete an authorization form providing **for** the deduction of Union dues and an application for membership in the Union. The Union shall provide dues deduction authorization and membership forms to the Employer. Assessments levied upon members of the Union in accordance with the Union's Constitution shall be deducted and remitted to the Union in accordance with Article 5.3 of this Agreement.

5.2 Deductions

Deductions shall be made monthly in the first payroll period of each month and, membership dues or payments in lieu thereof shall be considered as **owing** in the month for which they are so deducted.

5.3 Remittances

(a) **All** deductions shall **be** remitted to the National Secretary-Treasurer **of** the Union not later than twenty-eight (28) days after the date of deduction, and the Employer shall also provide a list of names of those employees **from** whose salaries such deductions have been made, together with the amounts deducted, and hours **worked** from each employee and the names of any newly hired or terminated employee.

(b) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amounts so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Secretary-Treasurer of the Union. Upon receipt of such notice, such changed amount ~~shall~~ be the amount deducted.

A similar notice to the Employer is required in the case of membership assessments.

5.4 Dues Receipts

Once per year, the Employer will supply, without charge, each employee a T-4 slip which will indicate the amount of Union dues paid.

ARTICLE 6 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.1** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff. A new employee shall be advised of the name and phone number of **his** steward.
- 6.2** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 2. A new employee shall be advised of the name and telephone number of the Shop Stewards. The Employer shall provide the employee with a copy of the Collective Agreement for this purpose.

The Employer agrees that a Shop Steward shall be given an opportunity to interview new employees sometime during their orientation for the purpose of acquainting new employees with the benefits and duties of Union membership. The interview shall take place outside of the shop steward's regular working hours. The shop steward shall receive fifteen (15) minutes' pay at straight-time rates.

ARTICLE 7 - COMMUNICATIONS

- 7.1** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Recording Secretary of the Union, or the C.U.P.E. National Representative, with a copy to the Recording Secretary of the Union.
- 7.2** A Labour/Management committee **shall** be established consisting of **two** employee representatives from the bargaining unit and two employer representatives.

The committee shall meet regularly, at the call of either party, at a mutually agreeable time and place. Employees **shall** not suffer any loss of basic pay for the time spent at committee meetings.

An employer and employee representative shall alternate presiding over **meetings**.

The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond to and adapt to changes in the economy, to foster the development of work related **skills**, to promote workplace productivity, and to promote the enhancement **of** service delivery to the clients.

The committee shall not have any jurisdiction over any matter covered by the Collective Agreement, except that it may deal with issues relating to scheduling under Article 15, 27.3, or 27.4.

ARTICLE 8 - EMPLOYER'S RIGHTS

- 8.1** The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition of Grievance

A grievance shall be any difference arising between the parties bound by this Collective Agreement governing its interpretation, application, or any alleged violation thereof, including any question governing the discipline, suspension, or dismissal of an employee bound by the Collective Agreement, and including any question **as** to whether any matter is arbitrable. There shall be no job action by the employees or lockout of work by the Employer on account of such difference.

9.2 Grievance Process

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

(a) Step One

The aggrieved employee shall discuss the matter with his/her immediate supervisor within seven (7) calendar days from the time when she/he is aware of such a problem or difference.

(b) Step Two

Should a settlement not be agreed upon at Step One, the grievance shall be **submitted** in writing by **the shop steward** citing **the remedy** sought, **and the provision allegedly violated**, to the Field Supervisor within seven (7) calendar days of the discussion at Step One. The Field Supervisor will respond in writing within seven (7) calendar days of receiving the grievance.

(c) Step Three

Failing a satisfactory settlement being reached in Step Two, the Union may refer the dispute to the Administrator within seven (7) calendar days of the second step written response. The parties shall make every attempt to meet and resolve the matter within fourteen (14) calendar days of the referral. If the matter is not resolved within fourteen (14) calendar days of such meeting, the Union may refer the matter to arbitration.

9.3 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer has a grievance, steps one and two of this Article may be bypassed.

9.4 Time Limits

The time limits established in this Article may be altered by the written mutual agreement of the parties. Failure to comply with time limits for reasonable cause shall not void the grievance.

9.5 **No** Other Procedure

In the event an employee endeavors to pursue a grievance through any channel other than the above procedures,

- (a) if the employee has initiated a grievance through the grievance procedure, the grievance will be deemed abandoned; or
- (b) if the employee has not initiated a grievance through the grievance procedure, then he will not have access to the grievance procedure.

This provision shall not apply to grievances under Article 9.3.

9.6 Witnesses

At any stage of the grievance procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses. The attendance of employees or other individuals shall be subject to the operational requirements of the Employer.

9.7 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer shall not enter into negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee,, without the consent of the Union.

ARTICLE 10 - ARBITRATION

10.1 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, **indicating** the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.

10.2 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

10.3 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The Board of Arbitration shall not have the power to change this Agreement or to alter, **modify** or amend any of its provision or make any decision contrary to the provisions of the Agreement.

10.4 Expenses of Arbitration

Each of the parties to the arbitration will bear its **own** expenses and jointly bear the expense of a mutually agreed upon Arbitrator.

10.5 Single Arbitrator

Notwithstanding the above, the parties may, by mutual agreement, refer the dispute to a single arbitrator, with each party paying one half (1/2) of the cost of such single arbitrator. The single arbitrator shall have the same powers **as** an Arbitration Board.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 For Just Cause

The Employer may discipline any employee for just cause subject to the following procedures:

- (a) In the case of gross misconduct such as theft, assault, or mistreatment of a client, discharge of the offending employee can be immediate and without notice. Otherwise, the procedure laid out in Subsection (b) of this Section shall be followed.
- (b) The Employer will, where appropriate in the circumstances, give an employee a written warning; a copy of such warning will be sent to the Union. If there are further problems after a written warning, or if the situation warrants, the Employer may suspend the employee. Where a written warning has been given, followed by a suspension and there are further problems, then the Employer may discharge the employee.
- (c) Any disciplinary action by the Employer is subject to Article 9 - Grievance Procedure and Article 10 - Arbitration. If an employee is suspended or discharged, the Employer shall give the employee the reasons for the discharge or suspension in writing, with a copy to the Union office and the shop steward.
- (d) Employees are entitled to have a shop steward present at any meeting involving potential discipline.

If, as a result of the grievance procedure, it is found that an employee has been discharged **for** unjust cause or has been improperly laid off, that employee will be reinstated to her/his former position or one of equal rank or salary range without loss of seniority, rank, or rights benefits and privileges which she/he would have enjoyed if the discharge, suspension, or improper layoff had not taken place.

11.2 Burden of Proof

In the case of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

11.3 Entries to Files

- (a) Copies of all appraisal and discipline entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording. The National Representative of the Union, or his/her designate shall, upon the written authority of the employee, and with appropriate notice be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.
- (b) Upon request of the employee, any disciplinary document, other than discipline relating to client abuse or financial exploitation and performance appraisals, will be removed from the employee's file eighteen (18) months from the date it was issued, provided there have not been any further disciplinary actions against the employee. Record of suspensions will remain in the employee's file for a period of eighteen (18) months following the expiry of the suspension. Discipline relating to client abuse or financial exploitation will be removed from the employee's file, upon request, thirty-six (36) months from the date it was issued, provided there

have not been any further disciplinary actions against the employee.

(c) **Personal Information Reporting**

The Employer shall not give information about an employee to any unauthorized person without the written permission of the employee concerned, except as provided below:

- (i) Confirmation of employment;
- (ii) Length of service; and
- (iii) A statement that it is not agency policy to give out any further information without prior approval of the employee concerned.**

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) Seniority shall be calculated by hours worked and include time off work during approved paid leaves of absence, maternity and/or parental leave, and unpaid leaves of absence up to twenty (20) working days.
- (b) Employees absent due to a compensable work related injury and who are in receipt of Workers' Compensation Board wage loss benefits, shall continue to accumulate seniority for a period up to one (1) year in length.

12.2 Loss of Seniority

Seniority shall be lost if an employee:

- (a) voluntarily leaves the employ of the Employer, **or**
- (b) is discharged for just cause, **or**
- (c) after a layoff **fails** without good cause to report for work within five (5) working days after being recalled by registered letter, **or**
- (d) is absent without leave for five (5) working days without a satisfactory reason, **or**
- (e) is on continuous layoff for more than one year.

12.3 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced, together with the total paid hours worked where applicable. Where two or more full-time employees commenced work on the same day, preference shall be in accordance with the date of application. **An** up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January **of** each year and, on request **of** the **Union**, at other times during the year. Such list may be subject to correction for error upon proper representation by the Union.

12.4 Probationary Period

A new employee shall be considered a probationary employee during her/his first **six** (6) months or three hundred and sixty (360) hours of employment, whichever comes first. Probation shall only be served once. During that period, a probationary employee

may be rejected for just cause. The test of just cause shall be a test of suitability of the probationary employee for continued employment in the position to which she/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

- 12.5** Probationary employees are entitled to all rights and privileges of this Agreement except as otherwise noted in the Agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.1 Job Postings

When a new position is created, or when a vacancy in excess of three (3) months occurs, the Employer shall immediately post notice of the position in the Employer's offices. All employees will be notified via a notice with their pay cheques and may make application for the position within one (1) week after that pay date.

13.2 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range, days of work, weekly range of hours, and shift time frame, which may be varied due to operational requirements. **Such** qualifications and requirements shall be those necessary for the efficient performance of the job function and may not be established in an arbitrary or discriminatory manner.

13.3 Role of Seniority in Promotions, Transfers, and Staff Changes

Both parties recognize:

- (a) the principal of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service;
- (c) that the selection of the successful candidate will be based on the applicant's availability, efficiency, and suitability in relation to the required standards of performance. If in the opinion of the Employer, the competing applicants are of equal merit, then seniority shall be the determining factor. The geographic location of the applicant shall be a valid consideration in determining availability.

13.4 Trial Period

Conditional on satisfactory Service, the employee shall be declared the permanent incumbent after the period of three (3) months in the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

Employees who successfully bid into a job posting in their existing classification shall not serve a trial period under this Article.

ARTICLE 14 - LAYOFFS AND RECALLS

14.1 Layoff and Recall

(a) Layoff

If it becomes necessary to eliminate all of the hours of work of a full-time or part-time employee, employees shall be laid off in reverse order of overall seniority with the Employer, unless the remaining more senior employees are not available or suitable to perform the remaining work.

(b) Recall

Employees on layoff shall be recalled in order of seniority with the Employer provided the employee being recalled is available and suitable to perform the available work.

(c) The Union agrees that the Employer retains the right to layoff and recall employees based on geographic location providing the employee is not prepared to relocate.

14.2 Re-Employment

A regular employee who resigns his/her employment and within sixty (60) days is re-employed **as** a regular employee **will** be reinstated with seniority and other benefits accrued prior to termination.

14.3 Advance Notice

After **six (6)** months' employment, full-time and part-time employees who are terminated, for reasons other than just cause, shall receive written notice or pay in lieu of notice as follows:

After **six (6)** months' employment - two **(2)** weeks

After three **(3)** consecutive years' employment - one **(1)** additional week, and for each subsequent completed **year** of employment, an additional week up to a **maximum** of eight **(8)** weeks.

It shall be the responsibility of the employee on the **recall** list to keep the Employer informed of her/his current address and telephone number. Employees shall be recalled by registered mail to the last address of the employee known to the Employer. **A** copy of such notice **shall** be sent to the Recording Secretary of the Union. The recalled employee must indicate her/his intention to return to work within five **(5)** days of receipt of the recall notice.

The employee, upon receiving notification of recall and having agreed to return to work, shall return at a time suitable to the Employer, but not without consideration to the employee who may need time to rearrange her/his personal affairs.

ARTICLE 15 - HOURS OF WORK

15.1 The work week shall provide for continuous service Sunday through Saturday,

twenty-four (24) hours per day.

15.2 Hours

The hours of work shall be an average of eight (8) hours per day, exclusive of an unpaid meal period or forty (40) hours per week, except for live-in and overnight situations.

Where it can be demonstrated that an employee can maximize their daily hours of work beyond eight (8) hours, an employee may, by request in writing, work such a schedule. Copies of all such requests shall be sent to the regional Union office and the Chief Steward.

15.3 Shift Schedules

- (a) Scheduled hours shall be confined to a ten (10) consecutive hour period, except those doing live-in or overnight shifts.
- (b) Employees, except those doing live-in or overnight shifts, shall not be required to work more than five (5) consecutive days without receiving two (2) consecutive days off work. Employees may accept additional hours of work on a sixth consecutive day at their own discretion. In such circumstances, all hours worked on the sixth consecutive day shall be at straight-time rates, subject to Article 16.1. Employees choosing such option shall apply in writing and copies shall be given to the Steward and the Union.

15.4 Replacement Hours

(a) Full-Time and Part-Time Employees

Full-time and part-time employees who lose regular hours, shall be scheduled replacement hours as soon as practical; based on seniority subject to the employee's suitability, skill and experience required in the specific assignment, and geographic location, in the following fashion:

- (i) with new regular hours when they are available; or
- (ii) relief hours; or
- (iii) with regular hours currently assigned to the most junior auxiliary employee(s).

Full-time and part-time employees may refuse the replacement hours only if the hours are not **confined** to the ten (10) hour period referenced in Article 15.3.

(b) Auxiliary Employees

Auxiliary employees may be scheduled to less than fifteen (15) regular hours per week. Additional regular hours may be assigned where scheduling requires and where no full-time or part-time employee is available.

Regular hours and relief hours shall be assigned based on seniority subject to the employee's availability, suitability, skill and experience required for the specified assignment, and geographic location.

Auxiliary employees must submit an availability form to the Employer prior to

January 15th of each year. Auxiliary employees may refuse relief assignments on days where they have stated they are available, three (3) times in any six (6) month period. On the fourth refusal, the auxiliary employee shall be terminated, unless the employee can demonstrate that the refusals were for valid reasons. It is understood that the auxiliary employees shall be entitled to unpaid vacations scheduled pursuant to Article 18.2.

- (c) Subject to the provisions in (a) above, the Employer shall maximize personal assistance hours assigned to employees classified as an HSW II.

15.5 Days Off

Employees shall not work more than six (6) consecutive days without receiving two (2) consecutive days off work, except those doing live-in or overnight shifts. This provision will not apply where mutual agreement is reached between the Employer and a regular part-time employee, whereby thirty-two (32) hours off will be scheduled after six (6) consecutive days.

15.6 Minimum Hours

- (a) Every effort will be made to ensure that no employee is scheduled for less than four (4) hours in any one (1) day, with the exception of emergency situations or where scheduling necessitates.
- (b) An employee **reporting to work** at the scheduled time and place but unable to commence her duties for reasons beyond the control of the Employer, shall be required to **immediately** report the situation to her Supervisor. Where possible, the employee will be reassigned to an alternate work site. Where no alternate work is available, the employee shall receive payment for the ~~shift~~ to a maximum of four (4) hours' straight time pay.
- (c) In the event the Employer receives payment for clients that have cancelled under (b) above, the employee shall be paid for hours lost up to the equivalent of the number of hours paid. There shall be no duplication of payment under paragraph (b) above.

15.7 Meal Period

An unpaid meal period of one-half (1/2) hour will be provided during each employee's shift of five (5) hours or more. If the employee is required by the Employer to remain at the client's premises during the meal period, the employee shall be paid for the meal period.

- 15.8 Travel time between clients shall be scheduled by the Employer, and is included in the employee's paid hours of work. Travel time between clients shall not be included in the meal periods.

ARTICLE 16 - OVERTIME

16.1 Overtime Compensation

- (a) Overtime is that time worked by an employee in excess of eight (8) hours in a

day, except those employees who are maximizing their hours of work pursuant to Article 15.2 second paragraph, or in excess of forty (40) hours in one (1) week.

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

Overtime does not apply ~~to~~ employees assigned to live in or overnight ~~shifts~~.

- (b) Compensation for overtime shall be paid at time and one-half (1 1/2x) the employee's regular rate ~~of~~ pay for the first three (3) hours and double time (2x) thereafter.

16.2 Payment of Overtime

Overtime compensation shall be in cash or time off, at the employee's option. If the employee chooses time off, it shall be scheduled by mutual agreement, and if not taken by March 31st of each year, will be paid out in cash.

16.3 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except in emergency situations, without being subject to discipline for so refusing.

16.4 Live-In and Overnight ~~Shifts~~

Live-in ~~shifts~~ shall be paid at a minimum of eight (8) hours at the employee's regular rate of pay, or the number of hours purchased by the purchaser ~~of~~ the service, if those hours exceed eight (8) hours. All hours paid shall be used in the determination of benefit entitlement.

Overnight shifts shall be paid at a ~~minimum~~ of ~~six~~ (6) hours at the employee's regular rate ~~of~~ pay, or the number of hours purchased ~~by~~ the purchaser ~~of~~ the service, if those hours exceed ~~six~~ (6) hours. All hours paid shall be used in the determination of benefit entitlement.

Where the number ~~of~~ hours purchased by the purchaser of the service differs significantly from the employee's experience with a particular client, the Employer may apply to the purchaser of the service (Q.R.P. or L.T.C.) for a review of the number of hours purchased. If the purchaser, upon review, adjusts the number of hours paid, the employee's number of hours paid will be adjusted accordingly.

Where no employee volunteers for live-in or overnight shifts, such shifts will be assigned by the Employer on the basis of reverse order of seniority. Consideration will be given to suitability, availability, and geographic location.

ARTICLE 17 - GENERAL HOLIDAYS

- 17.1 Employees will be entitled to eleven (11) general holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal governments on the day in which they fall on the calendar:

New ~~Year's~~ Day Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

17.2 Holiday Scheduling

In scheduling employees for work on a designated holiday, requests for work or time off will be granted on the basis of seniority. Requests shall be submitted in writing at least four **(4)** weeks in advance of the holiday. Requests shall be approved at least two **(2)** weeks prior to the holiday, subject to change based on operational requirements.

- 17.3 Effective October 1, 1994, full-time and part-time employees who are required to work on the designated holiday shall be compensated at time and one-half (1 1/2x) for all hours worked and shall receive an additional days pay, pro-rated for part-time employees, but will not have another day off in lieu of the holiday. The employee may request another day off without pay, in addition to the above, in lieu of the general holiday. The day off shall be **scheduled** by mutual agreement between the Employer and the employee, within thirty (30) calendar days of the general holiday. Every effort shall be made to schedule the day off in conjunction with the employee's normal two **(2)** days off.

Auxiliary employees who are required to work on the designated holiday shall be compensated at time and one-half (1 1/2x) for all hours worked.

- 17.4 (a) Employees who are not required to work on the designated holiday, or if the designated holiday falls on a **scheduled** day off, shall receive a day's pay if they have worked the day before and the day after the general holiday, or if they have worked fifteen **(15)** of the previous thirty (30) days preceding the designated holiday. The day's pay shall be equivalent to the average number of hours worked per day in the preceding thirty (30) day period.
- (b) If the designated holiday falls on a scheduled day off, the employee may request another day off without pay, in addition to (a) above, in lieu of the general holiday. The day off shall be **scheduled** by mutual agreement between the Employer and the employee, within thirty **(30)** calendar days of the general holiday. Every effort shall be made to schedule the day off in conjunction with the employee's **normal** two **(2)** days off.

ARTICLE 18 - ANNUAL VACATION

18.1 Annual Vacation Entitlement

Regular employees shall *earn* vacation entitlement as follows:

- (a) Up to one (1) years' continuous service - ten (10) work days' vacation, based on four percent **(4%)** of straight time hours worked.
- (b) After one (1) years' continuous service - fifteen (15) work days' vacation, based on six percent **(6%)** of straight time hours worked.
- (c) After seven (7) years' continuous service - twenty (20) work days' vacation, based

on eight percent (8%) of straight time hours worked.

The vacation year shall be April 1st to March 31st. Vacation earned to March 31st of each year will be taken in the following April 1st to March 31st period, including the first year of service upon the employee completing the probationary period. In the case of partial years of service, vacation entitlement shall be computed on a prorated basis.

Effective April 1, 1995, regular employees shall earn vacation entitlement as follows:

- (a) Up to one (1) year's continuous service - ten (10) working days' vacation, based on four per cent **(4%)** of straight time pay.
- (b) After one (1) year's continuous service - fifteen (15) working days' vacation, based on six per cent **(6%)** of straight time pay.
- (c) After three (3) years' continuous service - sixteen (16) working days' vacation, based on six point four per cent **(6.4%)** of straight time pay.
- (d) After four (4) years' continuous service - seventeen (17) working days' vacation, based on ~~six~~ point eight per cent **(6.8%)** of straight time pay.
- (e) After five (5) years' continuous service - eighteen (18) working days' vacation, based on seven point two per cent **(7.2%)** of straight time pay.
- (f) After six (6) years' continuous service - nineteen (19) working days' vacation, based on seven point six per cent (7.6%) of straight time pay.
- (g) After seven (7) years' continuous service - twenty-two (22) working days' vacation, based on eight point eight per cent (8.8%) of straight time pay.
- (h) After eight (8) years' continuous service - twenty-three (23) working days' vacation, based on nine point two ~~per~~ cent (9.2%) of straight time pay.
- (i) After nine (9) years' continuous service - twenty-four **(24)** working days' vacation, based on nine point ~~six~~ per cent (9.6%) of straight time pay.
- (j) After ten (10) years' continuous service - twenty-five (25) working days' vacation, based on ten per cent (10%) **of** straight time pay."

18.2 Vacation Scheduling

Employees ~~shall~~ submit preferred vacation schedules to the supervisor by ~~March~~ 15th and approved by April 15th of each **year** or upon completion **of** their probationary period. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer. Subject to operational requirements, vacation shall be scheduled on the basis of seniority.

Applications for preferred vacation schedules submitted after March 15th will be scheduled on a first-come, first-served basis.

18.3 Call Back

Employees who have commenced their annual vacation shall not be called back to work except in the case of extreme emergency.

18.4 When an employee becomes ill or suffers an accident prior to vacation, the employee shall be entitled to utilize sick leave for the duration of the illness or disability without loss of vacation time.

18.5 An employee shall be entitled to receive her/his vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period only after all other first choices have been made. The same shall apply to subsequent vacation periods.

18.6 Vacation Pay

Upon fourteen **(14)** days' advance notice in writing, an employee shall be entitled to receive her/his vacation pay, on a separate cheque, for the requested period only, prior to commencement of vacation.

18.7 Employees shall not be required to utilize vacation credits prior to requesting a leave of absence pursuant to Article 19.

ARTICLE 19 - LEAVES OF ABSENCE

19.1 Leaves of Absence Without Pay

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Seniority and benefits will continue to accrue if the absence or accumulation of unpaid leaves of absence is less than twenty (20) working days in any calendar year; Seniority and benefits will not be earned or accrued when the leave, or accumulation of leaves, exceeds twenty (20) working days in any calendar year. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee's **and** the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two (2) weeks' notice, where possible, and shall not be unreasonably denied. All outstanding vacation credits must be utilized prior to requesting an unpaid leave of absence.

19.2 Paid Leave - Compassionate

Compassionate leave of absence of up to three (3) days' pay to compensate for loss of income for scheduled work days shall be granted by the employer upon request of an employee to attend or make arrangements for the funeral of a spouse, child, parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, legal ward, grandparents, grandchild, and a person who permanently resides in the household with whom the employee has a legally recognized relationship.

Additional days without pay shall be granted for travelling time when necessary. Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee. Compassionate leave shall not apply when an employee is on an unpaid leave of absence, unless the leave of absence was granted for the purpose

of caring for a terminally ill family member.

If an employee is on vacation at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation credits.

19.3 Educational Leave

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

19.4 Educational Leave (Employee Requested)

Employees who have completed three (3) years of continuous service may request unpaid leave of absence of up to one (1) year to take continuing education courses. Such requests will be made in writing at least one (1) month in advance of the requested start of the leave and **will** be subject to the approval of the Employer. Seniority and benefits shall not accrue or be earned **during** such leave.

Employees will be able to maintain health care plan coverage by prepaying the employee's and the Employer's share of the premium.

19.5 Court Duty

Regular employees who are required by law to serve as **jurors** or subpoenaed as witnesses for the Crown or the defence (not being a party to the proceeding) in any court of law, **will** be granted leave of absence without **loss** of pay for this purpose for a period equal to the length of court duty, providing that the employee concerned deposits with the Employer any monies received other than for reimbursement of expenses.

19.6 Full-Time Leave of Absence for Union Activity

Leave of absence without pay of up to one (1) year shall be granted to an employee who has been elected to a full-time office or position with the **Union**. The employee so elected must give one (1) month's notice to the Employer. Seniority and benefits shall be maintained and accumulated **during** the employee's absence. This will not result in any cost to the Agency. **This** provision will be available to one (1) employee at any one time.

19.7 Short-Term Leave of Absence for Union Activity

- (a) Subject to operational requirements, an employee may request a short-term leave of absence without pay to attend Union conventions or to perform other functions on behalf of the Union. Requests must be submitted to the Employer, in writing, with at least one (1) week's advance notice, where possible.
- (b) Up to three (3) members of the Union shall be granted leave for contract negotiations.
- (c) When leave of absence is granted pursuant to this Article, the leave shall be given

with basic pay, and the Union shall reimburse the Employer for salary and benefit costs incurred.

19.8 **Maternity and/or Parental Leave**

Maternity and/or parental leave shall be granted pursuant to the terms of the Employment Standards Act.

- (a) Upon request, the employee will be granted leave of absence without pay for a period of not more than six (6) months. However, combined entitlement to maternity and/or parental leave shall not exceed thirty-two (32) weeks.
- (b) Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

19.9 **Adoption Leave**

Upon request, an employee who has completed the probationary period shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Such leave shall not be unreasonably withheld.

19.10 **Seniority Rights on Re-Employment**

An employee who returns to employment upon the expiration of maternity or adoption leave shall retain service credits and seniority rights accumulated prior to the leave of absence. The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

19.11 **Special Leave**

An employee may utilize sick leave credits for sudden serious illness of a spouse, child, or relative residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care. Leave under this clause is limited to five (5) days per year,

ARTICLE 20

20.1 **Mileage Allowance**

The Employer shall pay an employee twenty-five cents (\$0.25) per kilometre for all authorized kilometres travelled between, and on behalf of, clients. Mileage shall not be paid during lunch hours, unless there are two (2) hours or more between clients.

Effective April 1, 1995, mileage reimbursement shall be increased to \$0.275 per kilometre.

Effective April 1, 1996, mileage reimbursement shall be increased to \$0.30 per kilometre.

Effective April 1, 1997, mileage reimbursement shall be increased to \$0.325 per kilometre.

Effective March 31, 1998, mileage reimbursement shall be increased to \$0.34 per kilometre.

20.2 **Ferry Fares**

The Employer agrees to reimburse employees for any ferry fares required of them in the course of their duties. Receipts shall be handed in to the office of the Employer, and the employee shall be immediately reimbursed.

20.3 Insurance

Effective April 1, 1995, employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and one million dollar (\$1,000,000) Third Party Legal Liability.

Employees shall receive the difference between Pleasure/Business Use (Rate Class 007); one million dollar (\$1,000,000) Third Party Legal Liability; four (4) years' safe driver discount, and Pleasure/To and From Work (Rate Class 002); one million dollar (\$1,000,000) Third Party Legal Liability; four (4) years' safe driver discount, upon proof of insurance as required by the Employer, and upon completion of their probationary period.

If an employee terminates employment during the employee's insurance year, the Employer shall recover the appropriate pro-rated amount of the advance.

20.4 Expenses

Employees shall be reimbursed for pre-authorized expenses.

20.5 Meeting Expenses

Employees required to attend meetings as a specific requirement of the Employer, will do so with pay.

All kilometres travelled to and ~~from~~ required meetings with the Employer ~~shall~~ be paid at the established rate.

If an employee must use the ferry to attend a meeting, such ferry fare shall be paid for by the Employer.

ARTICLE 21 - PAY DAYS

21.1 Employees will be paid twice **each** month, eight days after the first and fifteenth day of **each** month. Pay cheques will be presented in such a way as to maintain the confidentiality of the cheque.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Notice

Two (2) months before the introduction of any technological change, the Employer will notify the Union in writing of the contemplated change.

22.2 Technological Policy

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change. Normal turnover of employees to the

extent that it arises during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of technological change.

22.3 Wages on Reassignment

An employee reassigned to a lower rated position because of the introduction of technological change, automation of new methods of operations shall continue to be paid at her current wage rate until the wage rate in the new position equals or exceeds it.

22.4 Any dispute arising in relations to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 9 - Grievance, and Article 10 - Arbitration Procedure.

22.5 Layoff Due to Technological Change

When it is necessary to reduce staff due to technological change, the layoffs shall be done in accordance with the provisions of Article 14.1 - Layoff and Recall.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.1 The Union and the Employer agree that all applicable regulations pursuant to the Worker's Compensation Act, or any other Statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

23.2 Employees required to attend Occupational Health and Safety meetings will do so with pay at straight-time rates.

23.3 Occupational Health and Safety

(a) The Employer agrees to provide and maintain Workers' Compensation coverage for all employees.

Employees shall receive directly from the Workers' Compensation Board, any wage loss benefits to which they may be entitled. While an employee is in receipt of WCB wage loss benefits, statutory holidays and vacations will not accrue. However, **unused** vacation credits accrued in previous years shall not be lost as a result of this Article.

Where **an** employee has been granted sick leave and is subsequently approved for W.C.B. wage loss benefits for the same period, W.C.B. shall reimburse the Employer for all monies paid as sick leave and any sick leave credits **used** shall be reinstated to the employee upon full repayment.

Effective date of ratification, Article 26 will continue to apply to employees who are in receipt of WCB wage loss benefits. In addition, employees shall continue to accrue seniority.

(b) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries, and the promotion of safe workplace practices.

(c) The parties agree that a Joint Occupational Health and Safety Committee shall be

established and shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

- (d) The Employer and the Union shall each appoint no more than two (2) persons to serve on the Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending Committee meetings.
- (e) In-service and/or instruction in caring for aggressive clients shall be made available to employees. When the Employer is aware that a client has a history of aggressive behaviour, the Employer shall make such information available to those employees who may be required to care for that client. The information shall include specific instructions on the approach to be taken when providing care to that aggressive client.

Employees shall also be made aware **of** the proper procedure to be followed should the employee encounter an unsafe situation involving **an** aggressive client.
- (f) **All** employees shall be supplied with personal first aid supplies upon request.
- (g) The Employer shall provide safety supplies **such** as disposable latex gloves, rubber gloves, and disposable aprons, or other protective clothing, as required by the Employer or WCB regulations, in order to protect the employees when providing the necessary care to the client.
- (h) Employees who may be exposed to Hepatitis B in the course **of** their employment shall be provided with the vaccine by the Employer **free** of charge, upon their request. The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees.
- (i) Employees who encounter **an** unsafe situation in a client's home must report the situation to the Employer on an Incident Report Form. The Employer will ensure that other employees who provide service to the client are made aware of the situation. Copies of incident reports **shall** be sent to the Occupational Health and Safety Committee for review.

23.4 First Day Workers' Compensation Leave

Employees will be paid for the one day or less not covered by the Workers' Compensation Act.

ARTICLE 24 - GENERAL PROVISIONS

24.1 Uniforms

The Employer shall supply one (1) **uniform** each year, if necessary to each regular Home Support Worker.

24.2 Employee Possessions

- (a) The Employer shall not charge employees for accidental breakage to household goods and equipment while working for a client.
- (b) Upon submission of reasonable proof, where an employee's personal possessions (including an automobile) are damaged by a client, the Employer shall pay up to a maximum of two hundred dollars (\$200.00) for the repair or replacement costs of the article(s), provided such article(s) are suitable for use under the Employer's personal appearance policy, if applicable.

24.3 Deceased Client

Employees on duty outside the regular office hours shall have access to an agency staff person. Upon request, the Employer will provide a support person to assist an employee who encounters a deceased client.

ARTICLE 25 - CLASSIFICATION AND SALARY ASSIGNMENTS

25.1 When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If agreement cannot be reached within thirty (30) days of notice of the change being given to the Union, the matter will be referred to Arbitration pursuant to Article 10.

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

26.1 B.C. Medical

The Employer shall pay fifty percent (50%) of the regular monthly premiums for those regular employees who have completed the eligibility period pursuant to Article 26.9 for medical coverage under the B.C. Medical Plan.

Effective October 1, 1993, the Employer shall pay 100% of the regular monthly premiums for eligible full-time and part-time employees who have completed the eligibility period pursuant to Article 26.9, their spouses, and dependents, for medical coverage under the B.C. Medical Plan.

26.2 Dental Plan

Regular employees who have completed the eligibility period pursuant to Article 26.9 shall be provided with a Dental Plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), and fifty percent (50%) of Plan B.

The dental plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay fifty percent (50%) of the monthly premiums.

26.3 Extended Health

Regular employees who have completed the eligibility period pursuant to Article 26.9 shall be provided with an Extended Health Plan covering eighty percent (80%) of eligible expenses, twenty-five dollars (\$25.00) deductible.

The extended health plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay fifty percent (50%) of the monthly premiums.

26.4 Group Life Insurance

Regular employees, who have completed the eligibility period pursuant to Article 26.9, shall be provided with a group life insurance plan. The plan shall provide ten thousand dollars (\$10,000) coverage until the age of sixty-five (65). Thereafter, the amount of coverage shall decrease to five thousand dollars (\$5,000) until the age of seventy (70), at which time group insurance coverage will cease.

The plan shall include accidental death and dismemberment coverage. The Employer shall pay fifty percent (50%) of the monthly premiums.

26.5 Regular employees who have completed the eligibility period pursuant to Article 26.9 may opt into the Pension Plan as described in Appendix II.

26.6 Dependents shall be defined as any of the following persons who reside in Canada and on whose behalf, application has been made by the insured employee in accordance with the provision of the Employers' policy with the insurance carrier:

- (a) the spouse of the **insured** employee who **is** either:
 - (i) a person legally married to the insured employee; or
 - (ii) a person not legally married to the insured employee and who has resided continuously with the employee for a period of twenty-four (24) months, representing themselves as spousal partners, provided that a written request is made by the insured employee for extension of insurance under this policy for such named individual. Unless such written request is made, the person legally married to the insured employee shall be deemed to be the insured dependent. Discontinuance of cohabitation shall terminate the eligibility of a "common-law" spouse for insured dependent status;
- (b) an unmarried child of the insured employee, including a child of a common-law spouse, a step-child, legally adopted child, child of shared custody, or foster child, who is dependent upon him for support and maintenance.

The unmarried child must have:

- (a) not yet attained age twenty-one (21);
- (b) attained age twenty-one (21), but not yet attained age twenty-six (26) and be attending an accredited educational institution, college, or university on a full-time basis, provided that satisfactory proof of such attendance is submitted to the Company on request;

- (c) attained age twenty-one (21) and be dependent upon the insured employee by reason of continued and demonstrable mental or physical infirmity.

26.7 Employees who are employed for a defined term of nine (9) months or less shall not be entitled to the benefits outlined in this Article.

This provision shall not apply to employees in classifications listed in Appendix I - Wage Schedule. A separate Memorandum of Agreement shall be negotiated for these employees.

26.8 Sick Leave

- (a) Upon completion of the probationary period, full time and part-time employees shall accrue sick leave credits at the rate of six per cent (6%) of hours worked per month, to a maximum of three hundred sixty (360) hours.
- (b) The employee shall inform the Employer as soon as possible of her/his inability to report to work because of ~~illness~~ or injury. The employee shall inform the Employer in advance of the date of her return to work.
- (c) Employees who are absent from work because of sickness may be required to prove sickness. Failure to **meet** this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.
- (d) Sick leave pay shall be computed on the basis of scheduled hours of work and all claims shall be paid on that basis.
- (e) In the event that an employee is absent from duty because of illness or non-compensable injury, and is in receipt of wage-loss benefits from any third party, the employee shall reimburse the Employer for all sick leave paid by the Employer, and the employee's sick leave credits shall be reinstated.
- (f) An employee absent from work because of sickness (sick leave with pay) or accident (W.C.B.) shall accrue seniority rights.
- (g) Time **off** for preventative medical and dental appointments, where they cannot be scheduled outside working hours, shall be deducted from an employee's sick leave accumulation.
- (h) Full time or part-time employees who become auxiliary employees shall maintain any unused sick leave credits in a bank, to be utilized in the future if they bid into a full time or part-time position. **Unused** sick leave credit cannot be utilized while the employee is classified as an auxiliary employee.
- (i) Effective October 1, 1997, the maximum sick leave bank shall increase from three hundred and sixty (360) hours to four hundred and twenty (420) hours.
- (j) Wherever possible, sick leave bank credits will be shown on the employee's pay stub.

26.9 General Provision

In cases of discrepancy between the provisions related to Health and Welfare Benefits and the Master Contract, the Master Contract shall prevail. Unless specified otherwise, eligible dependents shall include common-law relationships, defined as man or women not married to each other who are currently living together a husband and wife and have done so for a period of not less than two (2) years. Eligible employees may enroll in the Health and Welfare Benefits outlined in Articles **26.2, 26.3, 26.4, and 26.5**, provided they are not members or dependents of members of another similar benefit plan. Regular employees will be eligible to enroll in these Health and Welfare benefits on the first day of the calendar month following six (6) months or three hundred-sixty (360) hours of employment in the regular position, whichever comes first. The employee may elect to pay the Employer's share of the premium costs during any unpaid leave of absence, otherwise the benefit coverage shall cease during the unpaid leave.

26.10 Health and Welfare Benefits

(a) Effective March **1, 1995** the Employer contribution to benefit plans under Articles **26.2, 26.3, and 26.4** shall be seventy-five percent (**75%**).

(b) Effective April **1, 1996**, the Employer contribution to benefit plans under Articles **26.2, 26.3, and 26.4** shall be one hundred percent (100%).

26.11 Long Term Disability

Effective January **1, 1998**, the Employer shall implement a Long Term Disability **Plan**, as described in Appendix IV. The Employer shall pay fifty percent (50%) of the monthly premiums.

The parties may **discuss** amendments to Appendix IV prior to the implementation of the Plan, on the condition that the amendments do not increase the cost of the Plan. Further, the Union shall have the option to forfeit **this** benefit by providing written notice to the Employer prior to September **1, 1997**.

ARTICLE 27 - WAGE SCHEDULES

27.1 Employees shall be compensated as outlined in Appendix I.

27.2 (a) **An** employee classified as an HSW II must hold the Provincial Home Support Certificate or a recognized post-secondary educational equivalent.

(b) An employee currently classified as an HSW II shall maintain that classification.

(c) An employee who was classified as an HSW II, pursuant to previous individual agency Memorandum of Agreement, shall continue to be covered by the provisions of the Memorandum.

27.3 (a) An employee classified as an HSW II shall be scheduled to assignments involving personal assistance **hours**, as assessed by the purchaser of the service. All **hours** worked in such assignments shall be paid at the HSW II rate of pay. Subject to the provisions of Article **13.3(c)**, the Employer shall maximize personal assistance assignments for employees classified as an HSW II.

- (b) An employee classified as an HSW II may be scheduled to assignments that do not involve personal assistance hours, in order to maximize their hours of work. Employees shall be paid the HSW I rate of pay immediately lower than the employee's HSW II rate of pay for all hours worked in such assignments.
- 27.4 (a) An employee classified as an HSW I shall be scheduled to assignments that do not involve personal assistance hours. **All** hours worked in such assignments shall be paid at the HSW I rate of pay.
- (b) An employee classified as an HSW I may be trained to provide personal assistance service to a specific client, at the option of the Employer. In such cases, the employee shall be paid the HSW II rate of pay, which is immediately higher than the employee's HSW I rate of pay, for all hours worked in each assignment when the employee is providing personal assistance to that specific client.
- 27.5 All hours worked shall be taken into consideration for increment progression purposes.
- 27.6 **An** employee who is promoted from HSW I to HSW II shall move to the HSW II increment that is immediately higher than the employee's wage rate prior to the promotion.

ARTICLE 28 - DEFINITIONS

Whenever the term 'regular rate of pay' is **used** in the Collective Agreement, it **shall be** defined as the employee's average rate of pay for all **hours** worked during the preceding **six (6)** payroll periods.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

This Agreement ~~shall~~ be binding **and** remain in effect from April 1, 1992 to March 31, 1998.

29.2 Notice to **Bargain**

- (a) This Agreement may be opened for collective bargaining by either party **giving** written notice to the other party on or after November **30, 1997**, but, in any event, not later than midnight on December 31, 1997.
- (b) Where a party to this Agreement has given notice under Section 47 of the Labour Relations Code, the parties shall, within ten (10) days' notice being given, commence collective bargaining.

29.3 Changes **in** Agreement

Any change deemed necessary to this Agreement may be made by mutual agreement in writing at any time during the life **of** this Agreement.

29.4 Agreement to Continue in Force

This Agreement shall continue in effect after the expiry date **during** the period of bona fide collective bargaining.

29.5 Effective Date of Agreement

The provisions of this Agreement shall come into **full** force and effect on the date of signing, unless stated otherwise in the Agreement or in Appendices I and II.

29.6 Sections 50(2) and (3) of the Labour Relations Code


The parties agree that Sections 50(2) and (3) of the Labour Relations Code of British Columbia is not applicable to this Collective Agreement.

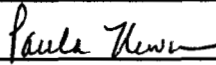
ARTICLE 30 - EMPLOYMENT STANDARDS ACT

The parties agree that the hours of work and overtime provisions in the collective agreement respecting matters contained in Section 2(2) of the Employment Standards Act, meet or exceed the minimum requirements of the Employment Standards Act.


Signed on behalf of:


HEABC





CUPE





Dated: _____

June 5th 1995

Dated: _____

June 5/95

APPENDIX I

Wage Schedule			
		HSW I	HSW II/Bus driver/Bus Coordinator/Bus Attendant
April 1, 1992 (+ \$.25)	Start	8.70	9.70
	2000 hrs	-	10.20
	4000	-	10.70
	6000	-	11.20
November 1, 1992 (+ \$.65)	Start	8.85	10.35
	2000 hrs	9.35	10.85
	4000	9.85	11.35
	6000	-	11.85
April 1, 1993 (+ \$.25)	Start	9.10	10.60
	2000 hrs	9.60	11.10
	4000	10.10	11.60
	6000	-	12.10
August 1, 1993 (+ \$.25)	Start	9.35	10.85
	2000 hrs	9.85	11.35
	4000	10.35	11.85
	6000	-	12.35
October 1, 1993 (+ \$.35)	Start	9.70	11.20
	2000 hrs	10.20	11.70
	4000	10.70	12.20
	6000	-	12.70
April 1, 1994 (+ \$.25)	Start	9.95	11.45
	2000 hrs	10.45	11.95
	4000	10.95	12.45
	6000	-	12.95
January 1, 1995 (+ \$.55 HSW II) (+ \$.30 HSW I)	Start	10.25	12.00
	2000 hrs	10.75	12.50
	4000	11.25	13.00
	6000	-	13.50
April 1, 1995 (+ \$.25)	Start	10.50	12.25
	2000 hrs	11.00	12.75
	4000	11.50	13.25
	6000	-	13.75

Wage Schedule			
		HSW I	HSW II/Bus driver/Bus Coordinator/Bus Attendant
October 1, 1995 (+ \$.55 HSW II) (+ \$.30 HSW I	Start	10.80	12.80
	2000 hrs	11.30	13.30
	4000	11.80	13.80
	6000	-	14.30
April 1, 1996 (+ \$.25)	Start	11.05	13.05
	1800 hrs	11.55	13.55
	3600	12.05	14.05
	5400	-	14.55
October 1, 1996 (+ \$.60)	Start	11.65	13.65
	1800 hrs	12.15	14.15
	3600	12.65	14.65
	5400	-	15.15
December 16, 1996 (+ \$.85)	Start	12.50	14.50
	1800 hrs	13.00	15.00
	3600	13.50	15.50
	5400	-	16.00

Respite April 1, 1992 \$ 7.20
 November 1, 1992 \$ 7.85
 April 1, 1993 \$ 8.10
 August 1, 1993 \$ 8.35

**From October 1, 1993 to the expiry date,
 \$1.00 less than HSW I start rate.**

APPENDIX II

All full-time and part-time employees, **upon** completion of the eligibility period in Article 26.9, shall have the option of enrolling in the Agency Pension Plan, the terms and conditions of which are as follows. Auxiliary employees who have completed two (2) consecutive years of service and who have earned thirty-five percent (35%) of the yearly maximum pensionable earnings in each of the two (2) years shall have the option of enrolling in the plan.

1. **Type of Plan**

The Plan **will** be a Defined Contribution Pension Plan. Participation in the Plan shall be voluntary.

2. **Contributions**

(a) Member Contributions

Each member who opts into the Pension Plan must make a required contribution on one of the following basis. No additional voluntary contributions will be allowed.

- (i) One percent (1%) of regular earnings;
- (ii) Two percent (2%) of regular earnings; or
- (iii) Three percent (3%) of regular earnings.

(b) Employer Contributions

The Employer will be required to match the contributions made by each member.

3. **Allocation of Contributions**

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available, and, in any case, each member will receive an annual statement of his/her accumulated balance.

4. **Investment of Contributions**

All contributions will be directed to a guaranteed current interest account.

5. **Vesting**

- (a) (i) Employer contributions made to the Plan prior to **January 1, 1993** will be vested in the employee as to fifty percent (50%) after five (5) years of contributory employment, and this percentage will increase by ten percent (10%) each subsequent year, reaching one hundred percent (100%) after ten (10) years.
- (ii) Employer contributions made to the Plan on or after January 1, 1993 will be vested in the employee on the date the employee has completed five (5) years of employment with the Employer.
- (iii) Employer contributions made to the Plan on or after January 1, 1998, will be vested in the employee on the date the employee has completed two (2)

consecutive years of contributory Pension Plan membership.

- (b) (i) On termination of employment before retirement age, a non-vested employee will receive the balance arising from his/her own contributions in cash. Employer contributions on behalf of non-vested employees who terminate and withdraw their contributions shall be used to offset future Employer contributions for the remaining participants in the Plan.
- (ii) On termination of employment before retirement age, vested employees shall either leave the contributions in the Plan or transfer their locked-in funds to another Registered Plan on a locked-in basis.

6. Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including employee contributions and any portion of Employer contributions which are vested in accordance with 5 (a) above, **will** be paid in cash to the estate or designated beneficiary.

7. Early **or** Late Retirement

In the event **of** early or late retirement (at ages from fifty-five (55) years to seventy-one (71) years), the retiring employee **will** be entitled to the pension purchasable at the attained age, based on the balance of the individual account. In the case of an employee who elects to retain employment with the Employer beyond the age of sixty-five (65), no further contributions will be made from his/her sixty-fifth (65th) birthday.

8. Administration **Costs**

All costs of administration will be borne by the Pension Plan.

APPENDIX III - ADDENDUM

Long Term Disability Insurance Plans

Long Term Disability Plan

Section 1 - Eligibility

- (a) Regular full-time and regular part-time employees who are on staff on the effective date of the Plan and who are not disabled from working or who join the staff following that date shall, on the first day of the calendar month immediately following the completion of the eligibility period in Article 26.9, become members of the Long Term Disability Plan as a condition of employment.
- (b) Seniority accumulation and benefit entitlement shall not apply to employees on long term disability.

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.

Employees on leave of absence without pay for a period exceeding thirty (30) days shall not be covered under the Plan ~~until~~ they return to active employment.

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 the later of six (6) months, or exhaustion of the employee's sick leave bank, the employee shall receive a benefit equal to sixty percent (60%) of monthly earnings, to a maximum of fifteen hundred dollars (\$1500.00) 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 at their regular rate of pay 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 for a maximum period of twenty-four (24) months so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers or dies, or has received benefit payments for twenty-four (24) months, whichever comes first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

Section 3 - Total Disability Defined

- (a) Total disability, as used in this Plan, means 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) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (c) 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.
- (d) 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 the twenty-four (24) month maximum specified in Section 2. 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 *fifty* percent (50%) 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 Employer may require an employee to participate in a rehabilitation program with 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 fifty percent (50%) of the employee's earnings at the date of disability, but in no event for more than the twenty-four (24) months maximum specified in Section 2.

If the earnings are received 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 reduced by one hundred percent (100%) of such earnings.

Section 4 • Exclusions **and** Limitations

(a) 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) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;
- (3) 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;
- (4) 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;
- (5) 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; and
- (6) Any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offense.
- (7) A work-related accident or sickness for which an employee received payments from the Workers Compensation Board.

(b) 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 British Columbia be considered as part of the 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:

- (a) Workers' Compensation Act, or similar law;
- (b) Department of Veterans' Affairs;
- (c) Retirement or Pension **Plan** with any employer;
- (d) Any disability provision or any group insurance policy;

- (e) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of Canada Pension Plan and the Quebec Pension Plan;
- (f) The Insurance Corporation of British Columbia (ICBC) or any other similar provincial auto insurance plan.

The amount of benefits 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

- (a) 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
- (b) 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 exhaust all such sick leave credits before receiving the long term disability benefit.

Employees who will be eligible for benefits under the Long Term Disability ~~Plan~~ shall not have their employment terminated if it jeopardizes their eligibility to receive long term disability benefits. 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 category.

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 on a 50/50 basis by the Employer and the employee. 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/her 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 proof 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

PARKSVILLE AND DISTRICT HOME SUPPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3238

Any employee on staff as of April 4, 1989 and who holds a Provincial Home Support Certificate, or its equivalent, shall be paid the HSW II rate of pay.

All employees hired after April 4, 1989 shall be subject to Article 27 of the Collective Agreement.

Signed on behalf of:

The Employer

Robertson
Paula New

CUPE

Claire L. Lunn
Anna Ferris

Dated: *June 5th 1995*

Dated: *June 5/95*

MEMORANDUM OF AGREEMENT

Between

PARKSVILLE AND DISTRICT HOME SUPPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3238

Employees who are employed in the following categories shall be paid the rates of pay as noted below **until** such time as the contracts with the purchaser(s) of the service are renewed or terminated. If the contracts are renewed, the parties shall meet to renegotiate the rate of pay. If the contracts are terminated, the employee shall be covered by the Collective Agreement with regard to layoff or other appropriate provisions of the Agreement.

1. "Family Initiatives Worker" - \$14.65/hour effective October 1, 1992
2. "Mental Health Worker" - \$14.00/hour effective April 1, 1993.
3. "Mental Health Coordinator" - \$17.00/hour effective April 1, 1995.

Signed on behalf of:

The Employer

Robertson

Paula Newson

CUPE

Clairne L. Luce

Ann Ferris

Dated: June 5th 1995

Dated: June 5/95

LETTER OF UNDERSTANDING

Between

PARKSVILLE AND DISTRICT HOME SUPPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3238

In order to resolve the **Union's** proposals regarding personal harassment **and** unnecessary phoning **of** employees by their supervisors, the parties agree to implement the **following:**

- (1) **The** Employer shall provide a written policy to employees regarding sick leave phone in;
- (2) The issue is to be discussed at a staff ~~meeting~~; and
- (3) The internal office communication system **will** be improved to minimize unnecessary follow-up calls to employees.

Signed on behalf of:

The Employer

Robertson

Paula New

CUPE

Chairman of Union

Ann Ferris

Dated: June 5th 1995

Dated: June 5/95

MEMORANDUM OF AGREEMENT

Between

PARKSVILLE AND DISTRICT HOME SUPPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3238

Whereas the Employer has agreed to changes in the Collective Agreement regarding scheduling in Article 15: and

Whereas the revisions to the Collective Agreement may result in changes to employee schedules;

The Parties agree to the following implementation **plan**:

1. All employees will be deemed to have received the requisite notice pursuant to Article 14.
2. The Employer shall determine the required staff complement and post a master work schedule by no later than March 31, 1995.
3. Employees shall bid into positions(s) on the master work schedule and be subject to Article 13.3(c). The posting process shall be completed by no later than April 30, 1995.
4. The new schedules shall be implemented by no later than May 30, 1995. When **assigning** hours to positions, the Employer shall maximize personal assistance hours assigned to employees classified as HSW II.
5. The implementation plan meets the requirements under Section 54 of the Labour Relations Code.
6. Revisions to the work schedules after May 30, 1995, shall be completed pursuant to the terms of the Collective Agreement.

7. During the term of the Collective Agreement, the parties agree to meet, if necessary, to discuss issues relating to scheduling. Disputes, including any arising under the Memorandum of agreement, shall be referred to an expedited arbitration process for resolution, if necessary.

Signed on behalf of:

The Employer

Robertson
Paula Kwo

CUPE

Clair R. Lunn
Ann Terred

Dated: *June 5th*
Paula Kwo 1995

Dated: *June 5/95*