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No. OF EMPLOYERS	1,15
NOMBRE D'EMPLOYÉS	LF

COLLECTIVE AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

(HEABC)

on behalf of

(Employers Listed in Appendix I)

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

(BCGEU)

Term of Agreement:

April 1, 1992 to March 31, 1998

*May 11/98 notified*

*1016301*

SEP 18 1995

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## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

### **1.2 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.

### **1.3 Human Rights Act**

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

### **1.4 Sexual Harassment**

The Union and the Employer recognize the right of employees to work **in** an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the Administrator, either directly or through the Union. The Administrator shall deal with the complaint with all possible confidentiality.

The Administrator shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen **(14)** days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

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

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

### **1.5 Harassment**

- (1) The Employer and the Union recognize **the** benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of **the** workplace. The parties agree to foster and promote such an environment.

**An** employee allegedly being harassed by another employee, a supervisor, or a contractor engaged **by** the Employer shall register the complaint in writing to the

Administrator, either directly or through the Union. The Administrator shall deal with the complaint with **all** possible confidentiality.

- (2) "Harassment" is defined as:
- (a) Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.

The Administrator shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within **fourteen (14)** days of completing the investigation, whether or not the allegation was substantiated, **and** indicate what action, if any was taken.

- (3) Harassment does **not** include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

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 in bad faith may be cause for discipline, up to and including dismissal.

- 1.6** Grievances resulting from actions under Article 1.4 or 1.5 shall be referred to Step 3 of the Grievance Procedure.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees specified in the Industrial Relations Council of British Columbia Certification or Labour Relations Board of British Columbia Certification, except those excluded by the Labour Relations Code of British Columbia or by mutual agreement of the parties. The parties agree that all Administration and Support Staff positions will be excluded.

### **2.2 Bargaining Agent or Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to **whom** the Certification **was** issued by the Industrial Relations Council, or the Labour Relations Board of British Columbia.



### **2.3 Correspondence**

The Employer agrees that a copy of any correspondence, initiated by the Employer, between the Employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of this Agreement as it applies to **that** employee, shall be forwarded to the B.C.G.E.U. **Staff** Representative.

The Union shall inform the Employer of the name and address of the B.C.G.E.U. Representative.

### **2.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer which is in conflict with the terms of this Agreement.

### **2.5 No Discrimination for Union Activity**

The Employer and the Union both agree that there shall be no discrimination with respect to any employee for reasons of current or past Union membership or activity.

### **2.6 Recognition, Rights and Duties of Stewards**

The Employer recognizes the Union's right to select **a** maximum of three (3) stewards, and two **(2)** alternates to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards. **A** steward shall obtain the permission **of** her immediate supervisor before leaving her **work** to perform her duties **as a steward**.

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

The duties of a steward are:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting employees in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes during ratification votes;
- (4) attending meetings at the request of the Employer.

### **2.7 Bulletin Boards**

The Employer shall provide exclusive bulletin **board** space for the posting of Union/Employer business. The Employer and the shop steward shall discuss the site and size of the bulletin board space.

## 2.8 Union Insignia

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

## 2.9 Time Off for Union Business

- (a) Without Pay - Leave of absence without pay and without loss of seniority will be granted to elected representatives to attend conventions of the Union, or to attend to Union business requiring the employee to leave her work area.
- (b) With Pay - Leave of absence with basic pay and without loss of seniority will be granted to up to two (2) employees to carry on negotiations with the Employer. Every effort will be made by both parties to schedule negotiations at times not conflicting with regular work schedules.

To facilitate the administration of this Section, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this Article shall include sufficient travel time. The Union shall provide the Employer with fourteen (14) days' notice prior to the commencement of leave under this Article.

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rates of pay as outlined in the **Salary** Schedule while on leave of absence with pay.

## ARTICLE 3 - UNION MEMBERSHIP REQUIREMENTS

### 3.1 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 became members, shall maintain such membership as a condition of continued employment.
- (c) Any employee covered by this Agreement who fails to comply with the above provisions shall be terminated within seven (7) days of the Union notifying the Employer of the employee's failure to comply. Employees terminated under this clause will be deemed terminated for cause and shall not have access to the provisions or benefits of this Agreement, including Article 10 - Grievance and Arbitration Procedure.

- (d) AH 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.

### **3.2 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a legally established picket line arising out of a dispute as defined in the Labour Relations Code of B.C. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a 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.

## **ARTICLE 4 - 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 - CHECK-OFF OF UNION DUES**

### **5.1 Check-Off Payments**

The Employer shall deduct from the monthly wages or salary of each employee in the bargaining unit, 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.

### **5.2 Deductions**

Deductions shall be made from each pay cheque, 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 President 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 from each 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 amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

- (b) Casual employees are entitled to **all** the benefits of the Collective Agreement except the following:

Articles 14, 18, 19, 20, and 24.

Casual employees shall be entitled to statutory holiday pay if they work fifteen **(15)** days in the thirty (30) days preceding the statutory holiday, or the day before and the day after.

Casual employees shall be paid four percent **(4%)** of their straight-time pay in lieu of vacation.

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

## **ARTICLE 8 - EMPLOYER'S RIGHTS**

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 - EMPLOYER-UNION RELATIONS**

### **9.1 Union Representatives**

The Employer agrees that access to its office will be granted to members of the staff of the Union 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 his 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, where available.

### **9.2 Technical Information**

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

### **9.3 Workplace Enhancement Committee**

**A** Workplace Enhancement Committee shall be established consisting of two (2) employee representatives designated by the Union and two (2) 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.

#### **5.4 Dues Receipt**

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**

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 Article dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and phone number of her steward. The Employer agrees to distribute a copy of the collective agreement to all new employees. The Union shall provide the Employer with sufficient copies of the Collective Agreement.

Stewards shall be advised of the names of all new employees within the first thirty (30) days of hiring. In addition, the steward shall be given the new employee's telephone number.

### **ARTICLE 7 - DEFINITION OF EMPLOYEES AND BENEFIT ENTITLEMENT**

#### **7.1 Regular Full-Time Employees**

- (a) A regular 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) Regular full-time employees are entitled to all benefits of this Agreement.

#### **7.2 Regular Part-Time Employees**

- (a) A regular part-time employee is one who is regularly scheduled to work a minimum of fifteen (15) hours per week, and less than thirty-five (35) hours per week on an ongoing basis.
- (b) A regular part-time employee is entitled to all the benefits of the Collective Agreement, on a pro-rata basis, with the exception of benefits provided in Article 24, which shall be paid on the same basis as for regular full-time employees.

#### **7.3 Casual Employees**

- (a) A casual employee is one who is employed in the following capacities:
  - (i) for relief purposes;
  - (ii) temporary workload situations;
  - (iii) regular hours where scheduling requires and/or where no regular employee is available.

An Employer representative and an 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 jurisdiction over any matter covered by the Collective Agreement.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 10.1** The Employer and Union recognize that grievances may arise concerning
- (a) differences between the parties respecting the interpretation, application, operation, or alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, or
  - (b) the dismissal, discipline, or suspension of an employee bound by the Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

### **10.2 Step 1**

In **the** first step of the grievance procedure, every effort shall be made to settle the dispute with the designated supervisor. The aggrieved employee shall have **the** right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance through the Union steward at Step 2.

### **10.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so not later than

- (a) twenty-one (21) days after the date on which the employee was notified orally or in writing of **the** action **or** circumstances giving rise to the grievance, or
- (b) twenty-one (21) days after **the** date on which the employee became aware of the actions or circumstances giving rise to the grievance.

### **10.4 Step 2**

Subject to the time limits in Article 10.3, the employee may present **a** grievance at this level by

- (a) recording the grievance **on the** appropriate grievance form, setting out the nature of the grievance and **the** circumstances from which it arose;

- (b) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy required; and
- (c) transmitting the grievance to the supervisor through the Union steward.

The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented. The Employer shall respond in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

### **10.5 Step 3**

The President of the Union or designate may present a grievance at Step 3 within

- (a) fourteen (14) days after the decision has been conveyed by the Employer, or
- (b) fourteen (14) days after the Employer's reply was due.

The Employer will respond in writing within fourteen (14) days of receipt of the grievance at Step 3.

### **10.6 Arbitration**

Failing satisfactory settlement at Step 3, the matter may be submitted to arbitration within

- (a) thirty (30) days after the Employer's decision has been received, or
- (b) thirty (30) days after the Employer's decision was due.

### **10.7 Procedure**

No matter may be submitted to arbitration until it has been properly carried through all previous steps of the grievance procedure mentioned in this Agreement.

### **10.8 Authority of Board**

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement.

### **10.9 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.

### **10.10 Time Limits**

The time limits established in this Article may be altered by the written mutual agreement of the parties. If an employee or employee representative fails to present a grievance within the time limits, the grievance will be deemed to be abandoned.

### **10.11 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect

to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

#### **10.12 Policy Grievances**

Where either party to **this** Agreement disputes the general application, interpretation, or alleged violation of an article of **this** Agreement, this dispute shall be discussed initially with the Administrator, his/her designate, or the Union within fourteen (14) calendar days of the occurrence or the parties becoming aware of the issue. Where no satisfactory agreement is reached, either party, within a further fourteen (14) calendar days, may submit the dispute to arbitration.

### **ARTICLE 11 - PERSONNEL RECORDS**

#### **11.1 Entries to Files**

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.

#### **11.2 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

#### **11.3 Dismissal and Suspension**

Written confirmation of suspension or dismissal shall be given to the employee, and sent to the B.C.G.E.U. **Staff** Representative, stating the reasons for the suspension or dismissal.

#### **11.4 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, adverse reports, and adverse employee evaluations. Upon the employee's request, any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months **from** the date it was issued, provided there has not been any further infractions.

#### **11.5 Personnel Files**

The President of the Union, or his designate, shall, upon the written authority of an 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.

#### **11.6 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. Provision shall be made for



an employee to sign the appraisal as either agreeing or disagreeing **with** the appraisal. The employee shall sign the appraisal. No employee may initiate a **grievance** regarding an appraisal unless it is an adverse appraisal and the employee has signed as disagreeing with the appraisal. **An** employee shall, upon request, receive a copy of an evaluation at the time of signing.

### **11.7 Right to Have Steward Present**

- (a) An employee shall have the right to have her steward present at **any** disciplinary meeting. Where a supervisor intends to interview **an** employee for disciplinary purposes, the supervisor shall make every effort to notify the employee **in** advance in order that the employee may contact her steward, provided this does not result in undue delay of the appropriate action being taken.
- (b) A steward **shall** have the right to consult **with** a Union Representative and to have a local Union Representative present at any disciplinary meeting, provided that this does not result in an undue delay of the appropriate action **being** taken.

## **ARTICLE 12 - SENIORITY AND PROBATIONARY PERIOD**

### **12.1 Seniority Defined**

Seniority is defined as the length of continuous employment with the Employer measured in hours paid. An up-to-date seniority list shall be sent to **the** Union on a monthly basis and posted on the bulletin board.

The seniority list shall contain **the**

- (a) employee's name;
- (b) status;
- (c) classification; and
- (d) seniority.

### **12.2 Loss of Seniority**

An employee on leave of absence without pay shall not accumulate seniority. Upon return to work, the employee will be credited **with** seniority accumulated prior **to the** leave **of** absence.

An employee shall lose her seniority if

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her position;
- (c) she abandons her position;
- (d) she is on layoff for more than six (6) months;
- (e) she fails to answer a recall notice pursuant to Article 14.01.

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### 12.3 Probationary Period

A new employee shall be a probationary employee during her first six hundred (600) paid hours. 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 has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

## ARTICLE 13 - JOB POSTINGS (APPLIES TO NON-HSW POSITIONS ONLY)

### 13.1 Vacancies

When a new position is created or when an incumbent resigns a position which is covered by this Collective Agreement, the vacancy notice will be posted on the bulletin board for a period of two (2) weeks. Such posting shall contain the following information:

- (a) nature of position;
- (b) required qualifications;
- (c) experience;
- (d) skills; and
- (e) wage rate.

Employees interviewed shall receive written notice if they are unsuccessful applicants. The name of the successful candidate will be posted on the bulletin board.

13.2 In the filling of vacancies, suitability, availability, skill, experience, qualifications, and geographic location will be the determining factors. Where the Employer determines these to be equal between applicants, seniority will be the determining factor.

### 13.3 Trial Period

If an applicant is taken from the bargaining unit, the successful applicant shall be notified within one (1) week, or as promptly as possible, following the end of the posting period. The successful applicant shall be placed on a trial basis for a period of three (3) months. Conditional upon satisfactory service, the employee shall be confirmed in the position.

If the employee is found to be unsatisfactory in the new position within three (3) months, she shall be returned to her former classification.

### 13.4 Grievances

Where an employee feels she has been aggrieved by any decision of the Employer relating to the filling of a vacancy, the employee may grieve the decision, and no permanent placement shall be made until the grievance has been resolved.

**13.5 Right of First Consideration of HSW I Employees for HSW II Vacancies**

Where an employer has a vacancy (including a new position) in the HSW II classification, first consideration will be given to the employer's current employees who are in the category of HSW I with certification (or a recognized post-secondary equivalent) and who are assigned to personal assistance clients. Where there is more than one such employee who seeks reclassification, these employees will be considered according to the factors set out in Section 13.2.

**ARTICLE 14 - LAYOFF AND RECALL**

**14.1 Layoff**

If a reduction in regular staff is necessary, employees shall be laid off in reverse order of overall seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

Employees on layoff shall be recalled in order of overall seniority with the Employer, provided they are qualified to do the work available.

The recalled employee must indicate their intention to return to work within five (5) days of receipt, by registered mail, of the recall notice. The employee shall return to work at a time suitable to the Employer, but not without consideration to the employee who may need time to rearrange personal affairs.

**14.2 Advance Notice**

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, she shall be paid in lieu of work for that part of the twenty (20) days during which work was not available.

**ARTICLE 15 - HOURS OF WORK**

**15.1 Continuous Service**

The work week shall provide for continuous service Sunday through Saturday twenty-four (24) hours a day.

**15.2 Hours**

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

### 15.3 Shift Schedules

- (a) Regularly scheduled hours shall be confined to a ten (10) consecutive hour period. The ten (10) hour period shall not vary from day to day. The ten (10) hour period may be changed based on operational requirements or by mutual agreement between the Employer and the employee.
- (b) Employees shall not work more than six (6) consecutive days without receiving two (2) days off work.

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### 15.4 Scheduling of Hours

#### (a) Regular Full-Time and Regular Part-Time Employees

- (i) Regular employees shall be **scheduled** based on seniority subject to the employee's ability **to** meet specific client needs, **skill** and experience required in the specific assignment, and geographic location.

Where additional personal assistance clients become available on an on-going basis, the employer shall assign employees to them in accordance with the above principles and in the following sequence:

1. to HSW II employees, where necessary for replacement hours under Section 15.4(a)(ii);
  2. to other HSW II employees; and
  3. to qualified HSW I employees.
- (ii) Subject to 15.4 (a)(i), when a regular employee loses regular hours, the Employer shall schedule a comparable number of replacement hours during the next fourteen (14) day period in the following sequential order:
    1. By assigning new regular hours to the employee; or,
    2. By assigning relief hours; or
    3. With regular hours currently assigned **to** casual employees; or
    4. With regular hours currently assigned to the most junior regular employees.

**An** offer of replacement hours by the Employer as **described** above shall constitute compliance **with this Article**. Where the hours are available they shall be within the employee's ten (10) consecutive hour period, or shorter period of availability. If the hours are not within these periods they shall be replaced with hours within the periods as soon as they become available in accordance with this clause.

**HSW II** employees will be scheduled a comparable number of replacement hours in their own classification. Having exhausted the above procedures, if replacement **HSW II** hours are not available, the employer shall offer the employee the following options:

- (1) taking non-personal assistance hours at the HSW I rate; or

(2) working a reduced number of regular hours.

Where an employee elects option (1), the employer will maintain the employee's HSW II rate with respect to those hours for a period not to exceed two weeks. Whichever option the employee elects, the employee is entitled to HSW II replacement hours in accordance with paragraph 15.4(a)(i) as soon as they become available.

- (iii) Regular employees may refuse hours only if the hours are not confined to the ten (10) hour period referred in Article 15.3
- (iv) Employees **who** are absent from employment on leave shall, upon return to work, be assigned replacement hours comparable to the number they had immediately prior to proceeding on leave, in accordance with (a)(ii). Employees shall provide the Employer with fourteen (14) days notice of return to work where possible.

(b) Casual Employees

- (i) Hours shall be assigned based on seniority subject **to** the employee's availability, ability to meet specific client needs, skill and experience required for the specific assignment, and geographic location
- (ii) Casual employees must submit an availability form to the Employer prior to January 15th of each year. Casual 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 casual employee shall be terminated. It is understood that the casual employee shall be entitled to unpaid vacation scheduled pursuant to Article 18.4.
- (iii) Upon request., the Employer shall provide the Union with the schedules worked **by** casual employees specifying daily hours, the specific client service times and the type of assignment (i.e. HSW II or HSW I).

### 15.5 Split Shifts

Employees working more than one (1) scheduled shift per day shall have the right to refuse split shifts, except those confined to a ten (10) consecutive hour period.

### 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, except where the employee requests such a schedule.
- (b) An employee reporting **to work** but unable to commence or continue 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 assignment to a maximum of four **(4)** hours' straight time pay.

- (c) In the event of an emergency, an employee not previously scheduled for work that day may be scheduled for less than four **(4)** hours.

**15.7** For purposes of this Article, an employee's ability to meet specific client needs shall be determined **using** the following criteria:

- (i) language and cultural needs of the client;
- (ii) physical ability to provide appropriate care to the client;
- (iii) client preferences for care by a caregiver based on gender;
- (iv) continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client;
- (v) HSW/client compatibility . When a complaint arises, the Employer will investigate the complaint and endeavour to rectify the situation prior to reassigning the employee pursuant to Article 15.4.

**15.8 Meal Periods**

- (a) Unless the employee and the Employer otherwise agree, **an** unpaid meal period of one-half hour will be provided during each employee's shift of five **(5)** hours or more.
- (b) If the employee is required by the Employer to remain at the worksite during the meal period, the employee shall be paid for the meal period.
- (c) Group home employees who are required to prepare meals and eat at the worksite with the residents shall have the same meal provided at no cost to the employee **by** the Employer.

**15.9 Travel Time**

Unless funded otherwise, ten (10) minutes 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**

Overtime worked which has been authorized in advance by the Employer shall be compensated at the following rates, except for employees doing live-in or overnight shifts:

- (a) time and one-half for the first three (3) hours worked in excess of eight on any working day; double time thereafter.
- (b) Double **time** (2x) for hours **worked** on a day **of rest**.

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## 16.2 Payment of Overtime

Overtime compensation shall be in cash or time **off**, at the employee's option, provided this choice is made known to **the** Employer when submitting the timesheet on which the overtime is recorded, 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 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 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.

Upon request, the hours purchased by the purchaser of live-in shifts and overnight shifts will be provided to the Union for all clients.

Employees will not be scheduled to do live-in or overnight shifts unless the employee has indicated in writing to the Employer they will accept such shifts.

Live-in employees shall be entitled to a break, without loss of pay, of two consecutive hours between 9 a.m. and 9 p.m., unless mutually agreed otherwise.

This clause may be reopened should specific provisions respecting this type of work be included in any revisions to the Employment Standard Act.

## 16.5 Rest Interval

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.

**ARTICLE 17 - PAID HOLIDAYS**

**17.1 Paid Holidays**

The following have been designated as paid holidays:

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

**17.2 Holidays Falling on Saturday or Sunday**

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

**17.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on an employee's day of rest **the** employee shall have the option of either an additional **day's** pay or a paid day off in lieu of the holiday. The lieu day shall be scheduled by mutual agreement within sixty (60) days of the statutory holiday. If the lieu day cannot be scheduled within sixty (60) days, the employee shall receive the day's pay.

**17.4 Holiday Falling on a Scheduled Work Day**

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1-1/2) and receive an additional day's pay, pro-rated for part-time employees, but will not have another day off in lieu of the holiday.

**17.5 Holiday Coinciding with a Day of Vacation**

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

**17.6 Qualifying for Holiday**

Employees who work the day before and the day after a paid holiday, or who have worked fifteen (15) of the previous thirty (30) working days shall be compensated for **the** holiday.

**17.7 Scheduling of Paid Holidays**

In scheduling employees for work on a designated holiday, requests for work or time off will be granted on the basis of seniority, subject to operational requirements.



**ARTICLE 18 - ANNUAL VACATION**

**18.1 Annual Vacation Entitlement**

The Employer's current practice with respect to the vacation year shall be maintained.

Regular employees shall earn the vacation entitlement as follows:

- (a) Up to two (2) years' continuous service - ten (10) work days' vacation, based on four percent **(4%)** of straight-time pay.
- (b) After ~~two~~ (2) years' continuous service - fifteen (15) work days' vacation, based on six percent (6%) of straight-time pay.
- (c) After seven (7) years' continuous service - twenty (20) work days' vacation, based on eight percent (8%) of straight-time pay.

Effective September 1, 1993:

- (a) Up to one (1) year's continuous service - ten (10) working days' vacation, based on four percent **(4%)** of straight-time pay.
- (b) After one (1) year's continuous service - fifteen (15) working days' vacation, based on six percent (6%) of straight-time pay.
- (c) After seven **(7)** years' continuous service - twenty **(20)** working days' vacation, based on eight percent (8%) of straight-time pay.

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 4 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 Schedules**

Subject to operational requirements, vacation may be scheduled at any time during the calendar year. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between employee and Employer.

## **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 Preference in Vacation**

Vacation choice shall be **granted** on the basis of seniority. Vacation requests must be submitted to the Employer by the end of March in each year. Vacation schedules shall be confirmed by April ~~30th~~ of each year. Employees who do not submit their vacation requests by the end of March shall not be able to exercise their seniority to request vacation. An employee shall be entitled to receive her 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.

## **18.5 Sick Leave or Bereavement Leave During Vacations**

When an employee is qualified for such leave under Article 19.1 or 20.1 during her vacation period, there shall be no deduction from vacation credits for such leave. The period of vacation **so** displaced will **be** taken at a mutually agreed time.

## **18.6 Vacation Pay**

Upon fourteen (14) days' advance notice in writing, an employee shall be entitled to receive her vacation pay prior to commencement of vacation.

## **ARTICLE 19 - SICK LEAVE**

- 19.1** Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of ~~six~~ percent (6%) of hours worked per month to a maximum of three

hundred and sixty (360) hours. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.

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.

**19.2** The employee shall inform the Employer as soon as possible of her 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.

**19.3** 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.

**19.4** All claims for sick leave shall be based on the regular client hours assigned to the employee in the previous pay period.

**19.5** 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.

**19.6 Medical Appointments**

Where medical appointments can not be scheduled outside the employee's working hours, sick leave credits may be utilized. The employee shall make every effort to schedule appointments outside working hours.

**ARTICLE 20 - BEREAVEMENT AND OTHER LEAVE**

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**20.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular ~~rate~~ of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three (3) working days.

Immediate family is defined as an employee's parent, wife, husband, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

**20.2 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

**20.3 Leave for Taking Courses**

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

**20.4 Jury Duty**

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall **be** granted leave of absence without loss of pay **qua**l to the length of the court duty. An employee in receipt of his/her regular **earnings** while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed **by** the Employer.

**20.5 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Whenever possible such requests shall be in writing and must be approved by the Employer.

**20.6** Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in a calendar year. Time **off** pursuant to Article 2.9 shall not be taken into consideration.

**20.7 Special Leave**

- (a) 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.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits **the** necessary **time**, including travel and treatment time, up to a maximum of three (3) days to receive medical and dental care at the nearest **medical** centre for the employee, spouse, child and any other person permanently residing in the employee's household.

## ARTICLE 21 - MATERNITY LEAVE/PARENTAL LEAVE

### 21.1 Maternity Leave

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

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

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

### 21.2 Parental Leave

- (a) An employee, on his or her written request for parental leave, is entitled to a leave of absence **from** work, without pay, for the period specified in subsection (c).
- (b) **A** request under subsection (a) must

- (i) be made at least **four (4)** weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
  - (ii) be accompanied by
    - (aa) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Article 21.1, or
    - (bb) a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing
- (i) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 21.1, unless the Employer and the employee **agree** otherwise;
  - (ii) in the case of a natural father, following the birth of the child and within the fifty-two (**52**) week period after the birthdate of the newborn child; and
  - (iii) in **the** case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) If
- (i) the newborn child or adopted child will **be**, or is **at** least, **six (6)** months of age at the time the child comes into actual care and custody of the mother or father, and
  - (ii) it **is** certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition,
- the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (**5**) consecutive weeks **as** specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

### **21.3 Combined Maternity and Parental Leave**

An employee's combined entitlement to a leave of absence from work under Articles 21.1 and 21.2 shall not exceed thirty-two (32) weeks.

- 21.4** An Employer may require an employee to commence a leave of absence under Article 21.1 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

#### **1.5 Employment Deemed Continuous**

The services of **an** employee who is absent **from** work in accordance with this article shall be considered **continuous** for the purpose of Articles 18 **and** 24, and the Employer shall continue to make payments to the plans in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

#### **21.6 Reinstatement**

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

### **ARTICLE 22 - MILEAGE**

**22.1** The Employer shall pay an employee twenty five cents (\$0.25) per kilometer for all kilometers travelled between, and on behalf of, clients. Mileage shall not be paid during lunch hours, unless there is two (2) hours or more between clients.

- (a) 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.

- (b) If the employee **uses** public transportation, the Employer shall reimburse the employee the **cost** of public transportation for all travel between and/or **on** behalf of clients.

**22.2** 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 (\$1,000,000) Third **Party** Legal Liability.

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

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

## **ARTICLE 23 - PAY DAYS**

Employees will be paid twice each month, eight (8) days after the first and the fifteen (15th) day of each month. Pay cheques will be presented in such a way as to maintain the confidentiality of the cheque.

## **ARTICLE 24 - HEALTH CARE PLANS**

### **24.1 B.C. Medical**

Effective October 1, 1993, the Employer shall pay one hundred percent (100%) of the regular monthly premiums for eligible regular employees who have completed the probationary period, their spouse, and dependents for medical coverage under the B.C. Medical Plan.

### **24.2 Dental Plan**

Regular employees, who have completed the probationary period, 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.

### **24.3 Extended Health Plan**

Effective May 1, 1995, regular employees, who have completed the probationary period, shall be provided with an Extended Health Plan covering eighty per cent (80%) of eligible expenses, twenty-five dollar (\$25.00) deductible.

The Extended Health Plan shall cover employees, their spouses, and dependent children, provided they are not enrolled in another plan.

### **24.4 Group Life Insurance**

Regular employees, who have completed the probationary period 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), and shall include accidental death and dismemberment coverage. After the age of sixty-five (65), 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 Employer shall pay one hundred percent (100%) of the monthly premiums.

**24.5 Group RRSP**

Effective October 1, 1993, employees who have completed their probationary period may opt into the Group RRSP as described in Appendix III. *DD*

*755  
80-2  
81-447  
82-1*

**24.6** (a) Effective January 1, 1995, the Employer contribution to benefit plans under Articles **24.2** and **24.3** shall be seventy-five per cent (75%).

(b) Effective April 1, 1996, the Employer contribution to benefit plans under Articles **24.2** and **24.3** shall be one hundred per cent (100%).

**24.7** An eligible dependent for the purposes of this Article is one who is so classified for Income Tax purposes.

**24.8** Effective **January 1, 1998**, the Employer shall implement a mutually agreed upon Long Term Disability Plan to be administered by the Employer based on 50/50 cost sharing. The Employer's cost shall not exceed one percent (1%) of wages.

The Plan may be implemented prior to January 1, 1998 if the employees pay one hundred percent (100%) of the monthly premiums prior to January 1, 1998.

**24.9** Common law spouse shall be defined as two people who have cohabited as spousal partners for a period of not less than one (1) year.

**ARTICLE 25 - TECHNOLOGICAL CHANGE**

The procedure to be followed by the parties concerning technological change shall be in accordance with Section 54 of the Labour Relations Code of British Columbia.

**ARTICLE 26 - OCCUPATIONAL HEALTH AND SAFETY**

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

**26.2** The Employer agrees to provide and maintain Workers' Compensation coverage for all employees.

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

- 26.4 The parties agree that a Joint Occupational Health and Safety Committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.
- 26.5 The Employer and the Union will 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. By mutual agreement, the Employer and the employees may agree to a larger committee.
- 26.6 Training and/or instruction in caring for aggressive clients will 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. The Occupational Health and Safety Committee may make recommendations regarding training and/or instruction.
- 26.7 In consultation with the Medical Health Officer, employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.
- 26.8 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 WCB wage loss benefits for the same period, WCB 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 October 1, 1993, Article 24 will continue to apply to employees who are in receipt of WCB wage loss benefits. In addition, employees shall continue to accrue seniority for a six month period. Seniority accrual shall be based on the employees average weekly hours in the pay period preceding the absence.

## **ARTICLE 27 • WAGE SCHEDULES**

- 27.1 (a) Employees shall be compensated as outlined in Appendix II.
- (b) New wage rates shall be implemented on the first pay period in the month following the date of ratification of both parties. Retroactivity shall be paid by the second pay period after the transfer of funds from the purchaser of the service.

- (c) Employees who have severed employment subsequent to October 1, 1993 shall be paid retroactivity. The Employer shall notify all such employees once, in writing, at their last known address that such retroactivity is payable upon written application. Written application must be received by the Employer within sixty (60) days of notification. Retroactivity shall be calculated on paid hours.
- 27.2**
- (a) An employee classified as a **H.S.W. II** must hold the Provincial Home Support Certificate or a recognized post-secondary educational equivalent.
  - (b) An employee currently classified as a **H.S.W. II** shall maintain their classification.
  - (c) **An** employee who was classified **as** a **H.S.W. II**, pursuant to previous individual agency Memorandum of Agreement, shall continue to be covered by the provisions of the Memorandum.
- 27.3** An employee classified as a **H.S.W. II** shall be assigned to personal assistance clients, as assessed by the purchaser(s) of the service, and shall be paid for the **H.S.W. II** rate of pay for all hours worked in providing service to those clients.

Employees classified as a **H.S.W. II** **may** opt to receive additional hours of work in the **H.S.W. I** classification, pursuant to Article 15. Employees who exercise this option shall be paid the **H.S.W. I** rate of pay for all hours worked in the **H.S.W. I** classification.

- 27.4** An employee classified **as** a **H.S.W. I** shall be assigned to non-personal assistance clients, as assessed by the purchaser of the service, **and** shall be paid for the **H.S.W. I** rate of pay for all hours worked in providing service to those clients.

An employee classified **as** a **H.S.W. 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 **H.S.W. II** rate of pay for all hours worked in providing service to that specific client.

When **HSW I** employees who have a home support certificate (or a recognized post-secondary equivalent) are assigned to personal assistance clients, they will be paid at **the HSW II** rate for all service to those clients on the following basis: at the first increment **HSW II** rate for **HSW I** employees who are the first and second increments, and the second increment **HSW II** rate for **HSW I** employees who are at the third increment.

If an employer assigns an **HSW I** classified employee who has a home support certificate (or a recognized post-secondary equivalent) to personal assistance clients for more than 846 hours in a twelve month period, the employee will be converted to the **HSW II** classification effective the beginning of the month following the month in which the employee attains the required hours. Upon reclassification, the employee will be credited, for increment purposes, for all hours worked with personal assistance clients after April 13, 1995.

- 27.5** All hours paid **by** the Employer shall **be** taken into consideration for increment progression purposes.



**27.6** 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.

## **ARTICLE 28 - LEGISLATIVE CHANGES**

If the premium paid by the Employer for **any** employee benefit covered by this Agreement is reduced as **a** result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, **as** may be mutually agreed between the parties.

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Indemnity**

Except where there has been negligence on the part of **an** employee, the Employer will:

- (a) exempt and save harmless employees **from any** liability action arising from the proper performance of his/her duties for the Employers; and
- (b) assume all costs, legal fees and other expenses arising **from** any such action.

### **29.2 Personal Property Damage**

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) for the repair or replacement **costs** of the **article(s)**, provided such **article(s)** are suitable for use while on duty.

### **29.3 Training**

- (a) Employees required by the Employer to attend meetings or training will be paid for all hours in attendance **at** their regular rate of pay.
- (b) Subject to the **staffing** needs of the Agency, the Union and the Employer will develop proposals and apply to funding agencies to obtain funds to assist employees in obtaining the HSW II certification.

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Duration**

This Agreement shall be effective **from** April 1, 1992 to midnight March 31, 1998.

**30.2 Notice of Bargaining**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or before January 31, 1998, but, in any event, not later than midnight February 28, 1998.
- (b) Where no notice is given by either party prior to February 28, 1998, both parties will be deemed to have been given notice, and Section 30.3 of this Article will apply.

**30.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Section 30.2, the parties shall, within fourteen (14) days of notice being given, commence collective bargaining.

**30.4 Change in Agreement**

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

**30.5 Agreement to Continue in Force**

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

**30.6 Effective Date of Agreement**


The provisions of this Agreement shall come into full force and effect on the date of signing, unless otherwise specified.


**30.7 Section 50(4) of the Labour Relations Code**


The parties agree that **Section 50(4)** of the Labour Relations Code of British Columbia and successor legislation is not applicable to this Collective Agreement.

- 30.8** The parties agree that collective agreement provisions, 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

  
\_\_\_\_\_  
Gary Moser, President & CEO May 11, 1995  
Date

  
\_\_\_\_\_  
Joanne Arnold, Senior Vice President May 15, 1995  
Date

  
\_\_\_\_\_  
Mark Brown, Director, Consulting Services May 11, 1995  
Date

Signed on behalf of the B.C. Government and Service Employees' Union:

\_\_\_\_\_  
John Shields, President Date

\_\_\_\_\_  
Virginia Reynolds Date

\_\_\_\_\_  
Gwen McGurk Date

\_\_\_\_\_  
Diane Hicks Date

\_\_\_\_\_  
Gwendoline Fanshaw Date

\_\_\_\_\_  
Romona King Date

\_\_\_\_\_  
Diane Cannon Date

\_\_\_\_\_  
Diana LaMonte Date

\_\_\_\_\_  
Bonita Hagglund Date

\_\_\_\_\_  
Vivian Flaherty Date

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Alice Norton Date

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Lessa Behnsen Date

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Gladys Utendale Date

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Linda Hardy Date

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Cliff Andstein, ~~Director~~, Negotiations and Special Projects Date

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Keith Graham, Coordinated Bargaining Representative Date

**APPENDIX I**

Elk Valley Home Support Society ✓

Fairfield Homecare Services Society ✓

Fernwood **Home** Support ✓

Fraser Cheam Home Support ✓

Howe Sound Home Support Service Society ✓

James Bay Home Support Services ✓

Langley Home Support ✓

North Peace Home Support Services Association ✓

Ridge-Meadows Home Support ✓

**South** Peace Home Support Association ✓

Sunshine **Coast** Home Support Society ✓

**Surrey** and White **Rock** Home Support Association ✓

Valley Home Support Society ✓



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APPENDIX II

Note: Wage rates are effective on the date noted or date of certification, whichever is later.

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

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Wage Schedule			
		HSW I	HSW II
			12.80 13.30 13.80 14.30
April 1, 1996 (+ \$.25)	start 1800 hrs 3600 5400	11.05 11.55 12.05 -	13.05 13.55 14.05 14.55
October 1, 1996 (+ \$.60)	Start 1800 hrs 3600 5400	11.65 12.15 12.65 -	13.65 14.15 14.65 15.15
December 16, 1996 (+ \$.85)	Start 1800 hrs 3600 5400	12.50 13.00 13.50 -	14.50 15.00 15.50 16.00

Respite April 1, 1992	\$ 7.20
November 1, 1992	\$ 7.85
April 1, 1993	\$ 8.10
August 1, 1993	\$ 8.35
October 1, 1993	\$ 8.70
April 1, 1994	\$ 8.95
January 1, 1995	\$ 9.25
April 1, 1995	\$ 9.50
October 1, 1995	\$ 9.80
April 1, 1996	\$ 10.05
October 1, 1996	\$ 10.65
December 16, 1996	\$ 11.50

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**Note: Re - Article 24**

If the Employers currently provide different Health Care Plan coverage, it shall be maintained until April 30, 1995. Effective May 1, 1995, the provisions of Article 24 shall be implemented.

### APPENDIX III

#### Group RRSP

Effective October 1, 1993, the Employer shall implement a Group RRSP with the following terms:

1. All regular employees, upon completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is ~~voluntary~~. The employee must exercise the option within ninety (90) **days** of completing the probationary period.
2. Employee contributions to the plan will be on one of the following basis:
  - 1% of regular earnings; or
  - 2% of regular earnings; or
  - 3% of regular earnings.
3. The Employer will match the contributions made **by** each employee.
4. Employees may increase or decrease their contribution levels, as noted in #2, on January 1st of each year, by providing at least thirty (30) days notice to the Employer.
5. Employer and employee contributions will be locked in.
6. Agencies that currently have a pension plan in place shall terminate the plan and contributions shall **be** converted to the Group RRSP.

In the event that the Employers **are** required to implement an alternate retirement scheme, the Group RRSP will be terminated.

7. Regular employees who have completed their probationary period must exercise their option within ninety (90) days of the date of ratification of the Agreement.

## MEMORANDUM OF AGREEMENT

Between

**ELK VALLEY HOME SUPPORT SOCIETY**

-And -

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

### ARTICLE 12.1 • SENIORITY DEFINED

The Employer shall operate two **(2)** seniority units:

Sparwood and Elkford

Employees employed as of August 19, 1993, shall continue to receive the following benefits:

### ARTICLE 18.1 • ANNUAL VACATION ENTITLEMENT

6th vacation year - 20 work days' vacation

### ARTICLE 19.2 • SICK LEAVE

Regular employees shall accrue sick leave credits at the rate of twelve **(12)** hours for each one hundred and seventy **(170)** hours worked, to a maximum of nine hundred and sixty (960) work hours.

### ARTICLE 20 • BEREAVEMENT AND OTHER LEAVE

#### Bereavement Leave

In the case of bereavement in **the** immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed five **(5)** working days.

Immediate family is defined as **an** employee's parent, wife, husband, child, brother, ~~sister~~, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

### Family Illness

- (a) In the case of serious illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill child, the employee shall be entitled, after notifying his supervisor, to use one (1) day paid leave for this purpose.
- (b) The Employer may request a report **from** a qualified medical practitioner when it appears a pattern of consistent absence is developing.

### Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay, for the following:
  - (i) Marriage **of** the employee - three (3) days
  - (ii) Birth or adoption of the employee's child - one (1) day
  - (iii) Attend his/her **formal** hearing to become a Canadian Citizen - one (1) day
  - (iv) Attend wedding of the employee's child - one (1) day
- (b) Two (2) weeks' notice is required for leave under (a) (i), (iii), and (iv) above.
- (c) For the purpose of (a) (ii), (iii), and (iv) above, leave with pay will only **be** for the work day on which the situation occurs.

The maximum leave specified for each circumstance under Family Illness and Special Leave above shall not be exceeded. However, the leave may be granted more **than once** for the same circumstances within a calendar year, providing the total leaves do not exceed five (5) working days per calendar year.

### ARTICLE 21 • MILEAGE

**21.1** The existing Article 21 shall continue to apply.

### ARTICLE 22 • SEVERANCE PAY

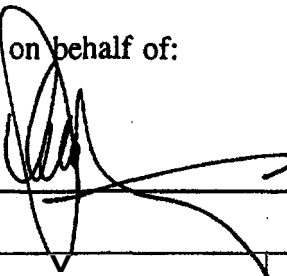
**22.2** The Article shall apply.

**ARTICLE 24 - HEALTH CARE PLANS**

**24.2 The Employer shall continue to pay 100% of the premium.**

Signed on behalf of:

**HEABC**

  
\_\_\_\_\_  
\_\_\_\_\_  
*M. J. Brown*  
\_\_\_\_\_  
\_\_\_\_\_

**BCGEU**

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\_\_\_\_\_

Dated: *May 11, 1995*

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**FAIRFIELD HOMECARE SERVICES SOCIETY**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**A. ARTICLE 16.4**

Payment for live-in and overnight shifts shall be as follows:

September 1, 1993

Live-In	\$ 106.00 per shift
Difficult Live-In	\$ 160.00 per shift
Overnight	\$ 82.00 per shift
Difficult Overnight	\$ 105.00 per shift
QRT	\$ 120.00 per shift
Permanent Live-In	\$ 70.00 per shift

Retroactivity for the period September 11, 1992, to August 31, 1993, shall be paid at the rate of eight dollars (\$8.00) per shift.

Effective October 1, 1993, Article 16.4 will apply except for permanent live-ins.

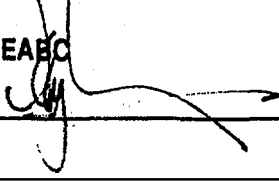
**B. Permanent Live-In**

Current	\$70.00 per shift
October 1, 1993	<b>\$72.10 per shift</b>
April 1, 1994	\$73.60 per shift
January 1, 1995	\$76.90 per shift
April 1, 1995	<b>\$78.40 per shift</b>
October 1, 1995	<b>\$81.70 per shift</b>
<b>April 1, 1996</b>	<b>\$83.20 per shift</b>
October 1, 1996	\$86.80 per shift
December 16, 1996	\$91.90 per shift

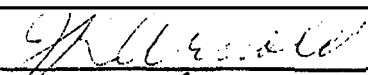
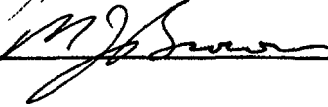
**C. Cleaning Service**

The present arrangements respecting the cleaning service at the Fairfield Homecare Services Society will continue and the current rate of pay will be adjusted during the term of the collective agreement by the cents per hour increases applicable to HSW I as set out in Appendix II of the collective agreement.

Signed on behalf of:

HEABC 

BCGEU \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: May 11, 1995

Dated: \_\_\_\_\_



**MEMORANDUM OF AGREEMENT**

**Between**

**FERNWOOD HOME SUPPORT**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

A. The following wage rate shall be added to Appendix II:

		<b>Companion</b>	<b>Activity Aide/ Group Home Worker</b>
August 1, 1993	start 3 Months	\$ 11.50 -	\$ 10.65 11.83
October 1, 1995 (+ \$0.35)	Start 3 Months	\$ 11.85 -	\$ 11.00 12.18
April 1, 1994 (+ \$0.25)	Start 3 Months	\$ 12.10 -	\$ 11.25 12.43
January 1, 1995 (+ \$0.55)	start 3 Months	\$ 12.65 -	\$ 11.80 12.98
April 1, 1995 (+ \$0.25)	Start 3 Months	\$ 12.90 -	\$ 12.05 13.23
October 1, 1995 (+ \$0.55)	Start 3 Months	\$ 13.45 -	\$ 12.60 13.78
April 1, 1996		\$ 13.70	\$ 12.85
October 1, 1996 (+ \$0.60)	Start 3 Months	\$ 14.30 -	\$ 13.45 14.63
December 16, 1996 (+ \$0.85)	Start 3 Months	\$ 15.15 -	\$ 14.30 15.48

B. Effective September 1, 1993, staff employed in the Independent Living Program shall be compensated at the rate of twelve dollars and thirty-five cents (\$12.35) per hour based on four (4) hours' pay per daily shift. Current H.S.W. II's shall be utilized for relief purposes pursuant to Article 16.04.

Retroactivity for the period April 1, 1992, to August 31, 1993, shall be paid at the rate of four dollars (\$4.00) per shift.

Effective October 1, 1993 the wage rate for the Independent Living Option shall be equal to the top increment rate of the HSW II.

Signed on behalf of:

HEABC

BCGEU

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*M. Brown*  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

Dated: *May 11, 1995*

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**HOWE SOUND HOME SUPPORT SERVICE SOCIETY**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

The Parties agree that the position of Clerical/Bookkeeper/Payroll currently held by the present incumbent shall be in the bargaining unit for the duration of her employment.

The duties of the position will be to perform clerical/bookkeeping/payroll functions at Howe Sound Home Support Service Society.

If the present incumbent leaves the position, it shall become an excluded position.

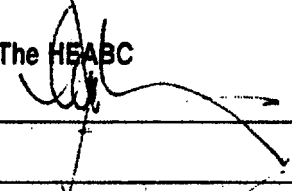
The pay rate shall be:

April 1, 1992	\$ 12.20
November 1, 1992	\$ 12.85
April 1, 1993	\$ 13.10
August 1, 1993	\$ 13.35
October 1, 1993	\$ 13.70
April 1, 1994	\$ 13.95

January 1, 1995	\$ 14.50
April 1, 1995	\$ 14.75
October 1, 1995	\$ 15.30
April 1, 1996	\$ 15.55
October 1, 1996	\$ 16.15
December 16, 1996	\$ 17.00

Signed on behalf of:

The HEABC

  
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BCGEU

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Dated: May 11, 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**JAMES BAY HOME SUPPORT SERVICES**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**A. ARTICLE 16.4**

Payment for live-in and overnight shifts shall be **as** follows:

September 1, 1993

Live-In	\$ 106.00 per shift
Difficult Live-In	\$ 160.00 per shift
Overnight	\$ 82.00 per shift
Difficult Overnight	\$ 105.00 per <del>shift</del>
QRT	\$ 120.00 per shift
Permanent Live-In	\$ 70.00 per shift

Retroactivity for the period April 1, 1992 to August 31, 1993, shall **be** paid at the rate of eight dollars (\$8.00) per shift.

Effective October 1, 1993, Article 16.4 will apply except for permanent live-ins.

**B. Permanent Live-In**

Current	\$70.00 per shift
October 1, 1993	\$72.10 per shift
April 1, 1994	\$73.60 per shift
January 1, 1995	\$76.90 per <del>shift</del>
April 1, 1995	\$78.40 per shift
October 1, 1995	\$81.70 per shift
April 1, 1996	<b>\$83.20</b> per shift
October 1, 1996	\$86.80 per shift
December 16, 1996	\$91.90 per shift

The following provisions of the Collective Agreement shall be amended:

**ARTICLE 22.1**

The Employer shall pay an employee a mileage allowance of \$0.235 cents per kilometer for miles travelled between clients outside the geographic region of James Bay.

Amend the mileage to same \$/km as Collective Agreement.

**ARTICLE 22.2**

The Article shall not apply.

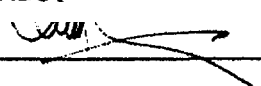
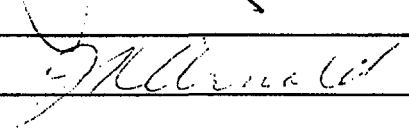
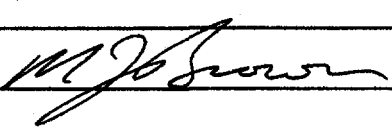
**C. Cleaning Service**

The present arrangements respecting the cleaning service at the James Bay Community Project **will** continue and the **current** rate of pay will be adjusted during the term of the collective agreement **by** the cents per hour increases applicable to HSW I as set out in Appendix **II** of the collective agreement.

Signed on behalf of:

**HEABC**

**BCGEU**

  
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Dated: May 11, 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**LANGLEY HOME SUPPORT SERVICES**

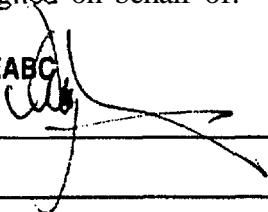
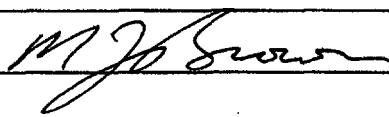
**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

Employees of Langley Home Support employed as of the April 13, 1995 will receive mileage of twenty-eight cents (28¢) per kilometre in accordance with the provisions of the collective agreement until April 1, 1996. As well, employees currently receiving the twenty-five dollar (\$25.00) per month allowance for walking between clients will continue to receive the allowance for the duration of the collective agreement.

Signed on behalf of:

HEABC

  
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BCGEU

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Dated: May 11 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**NORTH PEACE HOME SUPPORT**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION**

A. The following wage rate shall be added to Appendix II:

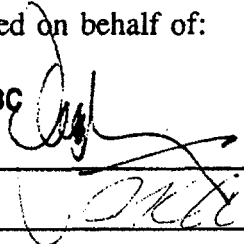
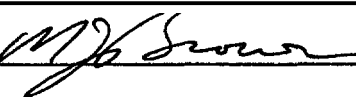
Registered Nurse	
July 17, 1993	\$ 18.75
April 1, 1994	\$ 19.13
April 1, 1995	\$ 19.51
April 1, 1996	\$ 19.90
April 1, 1997	\$ 20.30

If BCNU and HEABC reach agreement on wages for nurses in agencies party to this **Proposed Terms of Settlement** which are higher, the higher rate **will apply** to this classification.

B. Employees on staff as of September 14, 1990 shall retain **any superior wages or** benefits.

Signed on behalf of:

HEABC

  
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BCGEU

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Dated: May 11, 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**RIDGE-MEADOWS HOME SUPPORT SERVICE SOCIETY**

**- and -**

**BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**ARTICLE 12.1 - SENIORITY DEFINED**

The Employer shall operate three (3) seniority units:

Maple Ridge East, West and Centre

The following provisions of the Collective Agreement shall be amended:

A. Employees classified as regular employees as of May 4, 1990, shall continue to receive the following benefits:

**18.1 Annual Vacation**

Employees shall receive the following vacation entitlement:

6 years' continuous service - 20 work days' vacation (8%)

In the case of partial years of service, vacation entitlement shall be computed on a pro-rata basis.

**19.1 Sick Leave Entitlement**

Regular employees shall accrue sick leave credits at the rate of twelve (12) hours for each one hundred and seventy (170) hours worked, to a maximum of nine hundred and sixty (960) work hours.

**20.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay, for the following:

(i) Marriage of the employee - ~~three~~ (3) days

(ii) Birth or adoption of the employee's child - one (1) day



- (iii) Attend his/her formal hearing to become a Canadian Citizen - one (1) day
  - (iv) Attend wedding of the employee's child - one (1) day
- (b) **Two** (2) weeks' notice is required for leave under (a) (i), (ii), and (iv) above.
- (c) For the purpose of (a) (ii), (ii), and (iv), above, leave with pay shall only be for the work day on which the situation occurs.

**20.7 family illness**

- (a) In the case of serious illness of a child of an employee, and when on one at the employee's home other than the employee can provide for the care of the ill child, the employee shall **be** entitled, after notifying his supervisor, to use one (I) day paid leave for this purpose.
- (b) The Employer may request a report **from** a qualified medical practitioner when it appears a pattern of consistent absence is developing.

**20.8 Maximum Leave Entitlement**

The maximum length specified for each circumstance under Clauses 20.2 and 20.7 above shall not be exceeded. However, the leave may **be** granted more than once for the same circumstances within a calendar year, providing the total leaves under 20.2 and 20.7 do not exceed five **(5)** working days per calendar year.

- B.** Regular employees enrolled in the Medical and/or Dental Plan as of May 4, 1990, shall maintain the following benefit:


**24.2 Dental Plan**

The Employer will provide eligible employees with a dental plan containing Plan "A" (100%) and Plan "B" **(50%)**. The plan will have a maximum annual coverage of fifteen hundred dollars (\$1,500) and the Employer will pay one hundred percent **(100%)** of the premium for eligible employees **who** are not members or dependents of members of another **dental** plan.

- C.** Employees classified as auxiliary (casual) employees as of May 4, 1990, shall receive vacation pay at the rate of **six** percent (6%) of earnings.

Signed on behalf of:

HEABC

  
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*G. H. ...*  
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*M. J. Brown*  
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BCGEU

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Dated: *May 11, 1995* \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

Between

**SOUTH PEACE HOME SUPPORT**

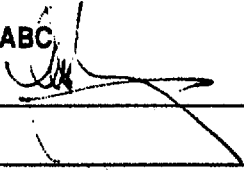
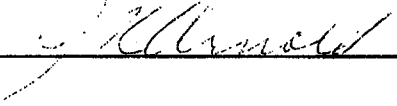
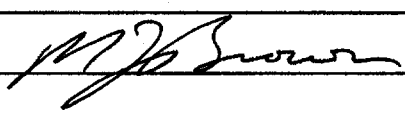
- and -

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

- A. Employees employed on September 14, 1990, shall retain any superior wages or benefits pending conclusion of negotiations.
  
- B. Workers assigned to clients requiring parenting skills qualifications shall be paid at the HSW II rate of pay for all hours assigned.

Signed on behalf of:

HEABC

  
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BCGEU

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Dated: May 11, 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**SUNSHINE COAST HOME SUPPORT SOCIETY**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**ARTICLE 12.1 - SENIORITY DEFINED**

The Employer shall operate three (3) seniority units:

Sechelt, Gibson and Pender ~~Harbour~~

The following provisions of the Collective Agreement shall be amended:

A. Employees classified as regular employees as of May 4, 1990, shall continue **to** receive the following benefits:

**18.1 Annual Vacation Entitlement**

Definitions:

Vacation Year - For the purpose of this Article, a vacation year shall be the calendar year commencing January 1 and ending December 31.

Employees shall receive the following vacation entitlement:

6 years' service - 20 work days' vacation

In the case of partial years of service, vacation entitlement shall be computed on a pro-rata basis. Vacations must **be** taken in the calendar **year** they are **earned**.

**19.1 Sick Leave Entitlement**

Regular employees shall accrue sick leave credits at the rate of twelve **(12)** hours for each one hundred and seventy (170) hours worked, **to** a maximum of nine hundred and sixty (960) work hours.

**20.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

(i) Marriage of the employee - three (3) days

- (ii) Birth or adoption of the employee's child - one (1) day
- (iii) Attend her formal hearing to become a Canadian Citizen - one (1) day.

(b) Two (2) weeks' notice is required for leave under (a) (i) and (iii) above.

(c) For the purpose of (a) (ii) and (iii) above, leave with pay will be only for the work day on which the situation occurs.

**20.3 Family Illness**

(a) In the case of serious illness of an employee's child, and when no one at the employee's home other than the employee can provide for the care of the ill child, the employee shall be entitled, after notifying her supervisor, to use up to a maximum of one (1) day's paid leave at any one time for this purpose.

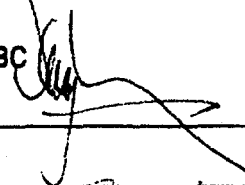
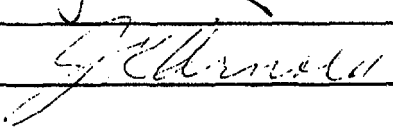
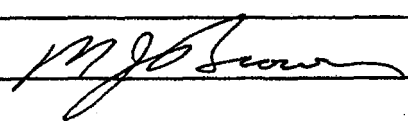
(b) The Employer may request a report from a qualified medical practitioner when it appears a pattern of consistent absence is developing.

**20.9 Maximum Leave Entitlement**

The maximum length specified for each circumstance under Clauses 20.2 and 20.3 above shall not be exceeded. However, the leave may be granted more than once for the same circumstances within a calendar year, providing the total leaves under Clauses 20.2 and 20.3 do not exceed five (5) working days per calendar year.

**B.** Employees classified as auxiliary (casual) employees as of May 4, 1990, shall receive vacation pay at the rate of six percent (6%) of earnings.

Signed on behalf of:

HEABC   
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BCGEU  
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Dated: May 11, 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

Between

**SURREY WHITE ROCK HOME SUPPORT ASSOCIATION**

- and -

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

The following amendments shall apply:

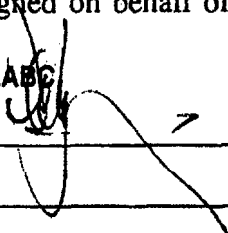
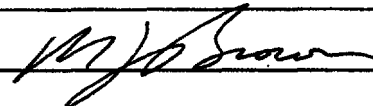
A CARE ATTENDANT.

	Rate per 24 Hour Shift
Current	\$ 117.96
April 1, 1996	\$ 125.15
April 1, 1997	\$ 128.90

In addition, the employee's current health care coverage will continue for the duration of the collective agreement.

Signed on behalf of:

HEABC

  
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BCGEU

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Dated: May 16, 1995

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**VALLEY HOME SUPPORT SOCIETY**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES.' UNION**

**ARTICLE 12.1 • SENIORITY DEFINED**

The Employer shall operate three (3) seniority units:

Mission, Abbotsford **and** Clearbrook

The following provisions of the Collective Agreement shall be amended:

A. Employees classified as regular employees as of May 4, 1990, shall continue to receive the following benefits:

**18.1 Annual Vacation**

Employees shall receive the following vacation entitlement:

6 years' continuous service - 20 work days' vacation **(8%)**

In the case of partial years of service, vacation entitlement shall **be** computed on a pro-rata basis.

**19.1 Sick Leave Entitlement**

Regular employees shall accrue sick leave credits at the rate of twelve **(12)** hours for each one hundred and seventy (170) hours worked, to a **maximum** of nine hundred and sixty (960) work hours.

**20.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled **to** special leave at his/her regular rate of pay, for the following:

(i) Marriage of the employee - three (3) **days**

- (ii) Birth or adoption of the employee's child - one (1) day
  - (iii) Attend his/her formal hearing to become a Canadian Citizen - one (1) day
  
  - (iv) Attend wedding of the employee's child - one (1) day
- (b) Two (2) weeks' notice is required for leave under (a) (i), (ii), and (iv) above.
- (c) For the purpose of (a) (ii), (iii), and (iv) above, leave with pay will only be for the work day on which the situation occurs.

**20.7 Family Illness**

- (a) In the case of serious illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill child, the employee shall be entitled, after notifying his supervisor, to use one (1) day paid leave for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears a pattern of consistent absence is developing.

**20.8 Maximum Leave Entitlement**

The maximum length specified for each circumstance under Clauses 20.2 and 20.7 above shall not be exceeded. However, the leave may be granted more than once for the same circumstances within a calendar year, providing the total leaves under 20.2 and 20.7 do not exceed five (5) working days per calendar year.

- B.** Regular employees enrolled in the Medical and/or Dental Plan as of May 4, 1990, shall maintain the following benefit:

**24.2 Dental Plan**

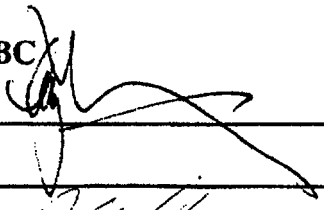
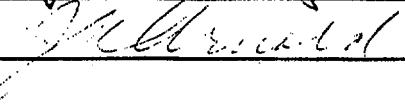
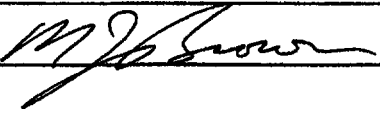
The Employer will provide eligible employees with a dental plan containing Plan "A" (100%) and Plan "B" (50%). The plan will have a maximum annual coverage of fifteen hundred dollars (\$1,500) and the Employer will pay one hundred percent (100%) of the premium for eligible employees who are not members or dependents of members of another dental plan.

- C.** Employees classified as auxiliary (casual) employees as of May 4, 1990, shall receive vacation pay at the rate of six percent (6%) of earnings.



Signed on behalf of:

HEABC

  
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BCGEU

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Dated: May 11, 1955

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

Fairfield Homecare Services Society	Langley Home Support
Fernwood Home Support	North Peace Home Support
Surrey White Rock Home Support Association	

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

Whereas the parties have agreed to changes **in** the Collective Agreement regarding scheduling in Article 15; and

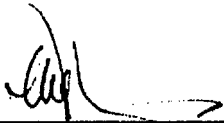

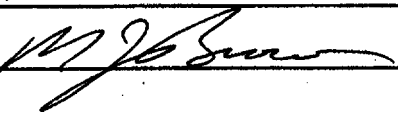
Whereas the revision to the Collective Agreement **may** result in changes to employee schedules;

The parties agree to the following implementation plan:

1. The Employer shall develop a list of required positions stating the following:
  - a) Classification (i.e., **HSW I and HSW II**)
  - b) Status (i.e., regular full-time, regular part-time)
  - c) Days of Work
  - d) **Start** and Finish Timesby not later than May 15, 1995.
2. Employees shall select their position, in order of seniority, by no later than June 15, 1995.
3. The Employer shall develop the work schedules by no later **than** June 30, 1995. The schedules will, after development, **be** submitted to the Bargaining Unit Chairperson for consultation.
4. Following consultation, the Employer shall implement the work schedules by no later than August 15, 1995. Until such time, existing Collective Agreement provisions with respect to scheduling shall prevail.

Signed on behalf of

HEABC

  
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BCGEU

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Dated: May 11, 1995

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**HEALTH EMPLOYERS ASSOCIATION OF B.C.**

**- and -**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**


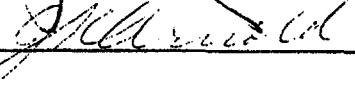
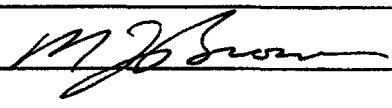
**Re: The Integration of the Recently Certified Bargaining Units into the Home Support Standard Agreement**

- (a) The parties are agreed to recommend to the Employers and Union members affected, the principle of integrating the recently certified bargaining units (Delta Home Support, Lifeline Home Support, Marpole Home Support and Peninsula Home Support) into the standard agreement.
- (b) Except where there may be special circumstances warranting otherwise, the language provisions will be the same as the standard agreement.
- (c) The cents per hour wage increases commencing January 1, 1995 and the **timing** of those increases will be the same as provided for in the standard agreement. ~~Total~~ compensation increases, including benefit improvements, will be negotiated as close to the standard agreement as possible without exceeding the total percentage average **annual** increase in the standard agreement over the period ~~from~~ the date of certification of each of the **four (4)** Employers until March 31, 1998.
- (d) Upon expiry of the standard agreement, the four **(4)** Employers and their employees will all become part of the standard agreement group and thereafter will have the same **terms** and conditions **as** the others. The costing of standardization will be negotiated between the parties when the renewed standard agreement is negotiated.

- (e) Notwithstanding the above, it is recognized that each of the four (4) home support Employers and the Union members of these societies have the right to negotiate and to ratify the outcome of their own negotiations should they decide to do so.

Signed on behalf of:

HEABC

  
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BCGEU

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Dated: May 11 1995

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**HEALTH EMPLOYERS ASSOCIATION OF B.C.**

**• and •**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES ' UNION**

**Re: The Wage Status of Employees who are Employed as of April 13, 1995**

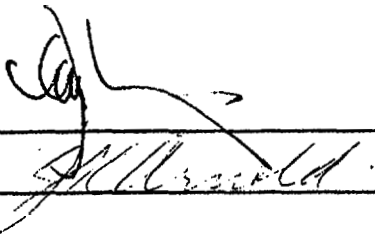
The following letter of understanding shall apply to the wage **status** of employees who are employed as of April 13, 1995.

- (a) HSW **II** employees who are currently paid at the HSW **II** rate for all hours worked will continue to be paid on that basis as long **as** the employees maintain their employment with their current employer.
- (b) All current employees who are classified as HSW **II** but who **are** not paid at HSW **II** rates for all hours worked will be paid at the appropriate HSW **II** rate for all **hours** worked pending the outcome of the process set out in (c) below.
- (c) .Within **six** (6) months of the date of ratification of these recommendations, Brian Foley will meet with the parties and subsequently determine that current HSW **II** employees will be paid **HSW II** rates for all hours worked in accordance with one, or a combination of the following:
  - indefinitely;
  - until a specified date;
  - indefinitely or until a specified date, but only with respect to non-personal assistance clients **who** were clients **as** of the date of ratification of these recommendations or some other date; or

- any of the above, with respect to a category or category of HSW II employees (e.g. a certain percentage of employees or employees with a defined amount of seniority).

Signed on behalf of:

HEABC



BCGEU

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Dated: May 11, 1995

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

Between

HEALTH EMPLOYERS ASSOCIATION OF B.C.

- and -

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: Article 27.03

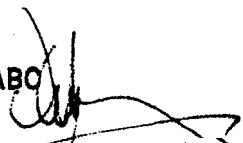

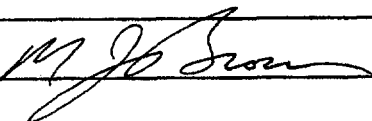
For the duration of the collective agreement, the following interpretation of Clause 27.03 shall apply:

When an HSW II employee provides service to a personal assistance client, the employee will be paid at the HSW II rate, including those visits to that client where the employee provides only housekeeping services.

An HSW II employee will be paid at the HSW II rate for all hours worked, except as follows:

- (1) where the employee asks for and is given additional hours beyond the employee's regular hours and those hours are non-personal assistance hours; and,
- (2) in the limited circumstances set out in Section 15.4(a)(ii). If an Employer requires an HSW II employee to provide service to non-personal assistance clients, the Employer shall pay the employee the appropriate HSW II rate.

Signed on behalf of:

HEABO   
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BCGEU  
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Dated: May 11, 1995

Dated: \_\_\_\_\_

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