

DRAFT

COLLECTIVE AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF B.C.

and the

**HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR
ASSOCIATION OF BARGAINING AGENTS**

ERRORS AND OMISSIONS EXCEPTED

Effective to April 2, 1998

TABLE OF CONTENTS

	<u>PAGE</u>
DEFINITIONS	1
ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement	1
1.2 Future Legislation	1
1.3 Conflict With Rules	1
1.4 Human Rights Act	2
1.5 Harassment	2
1.6 Sexual Harassment	2
1.7 Procedure for Filing Complaints	2
ARTICLE 2 - UNION RECOGNITION AND RIGHTS	3
2.1 Bargaining Unit Defined	3
2.2 Bargaining Agent Recognition	3
2.3 Correspondence and Directives	3
2.4 No Other Agreement	4
2.5 No Discrimination For Union Activity	4
2.6 Recognition and Rights of Stewards	4
2.7 Bulletin Boards	4
2.8 Union Insignia	4
2.9 Right to Refuse to Cross Picket Lines	5
2.10 Time off for Union Business	5
ARTICLE 3 - UNION SECURITY	6
ARTICLE 4. CHECK OFF AND UNION DUES	6
ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	7
ARTICLE 6 - EMPLOYER’S RIGHTS	7
ARTICLE 7 - EMPLOYER/UNION RELATIONS	8
7.1 Union and Employer Representation	8
7.2 Union Representatives	8
7.3 Technical Information	8
7.4 Policy Meetings	8
7.5 Union/Management Committee	9
ARTICLE 8 - GRIEVANCES	9
8.1 Grievance Procedure	9
8.2 Step 1	9
8.3 Time Limits to Present Initial Grievance	10
8.4 Step 2	10
8.5 Time Limit to Reply at Step 2	10
8.6 Step 3	10
8.7 Time Limit to Reply at Step 3	10
8.8 Time Limit to Submit to Arbitration	10

TABLE OF CONTENTS

	<u>PAGE</u>
8.9 Dismissal or Suspension Grievances	11
8.10 Policy Grievance	11
8.11 Amending Time Limits	11
8.12 Technical Objections to Grievances	11
8.13 Investigator	11
ARTICLE 9 - ARBITRATION	12
9.1 Notification	12
9.2 Assignment of Arbitrator	12
9.3 Board Procedure	12
9.4 Decision of Board	13
9.5 Disagreement on Decision	13
9.6 Expenses of Arbitration Board	13
9.7 Amending Time Limits	13
9.8 Expedited Arbitration	13
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE	14
10.1 Just Cause	14
10.2 Dismissal, Suspension or Disciplinary Grievance	14
10.3 Right to Grieve Other Disciplinary Action	14
10.4 Performance Evaluations	15
10.5 Personnel File	15
10.6 Right to Have Steward Present	15
10.7 Abandonment of Position	16
ARTICLE 11 - SENIORITY	16
11.1 Seniority Defined	16
11.2 Seniority List	16
11.3 Loss of Seniority	16
11.4 Re-employment	17
ARTICLE 12 - JOB POSTINGS	17
12.1 Job Postings and Applications	17
12.2 Change to Start and Stop Times, Days Off and Department	18
12.3 Application From Absent Employees	18
12.4 Temporary Appointments	18
12.5 Notice To Union	18
12.6 Notice of Successful Applicant	18
12.7 Grievance Investigation	19
12.8 Selection Criteria	19
12.9 Probationary Period	19
12.10 Qualifying Period	19
ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE	19
13.2 Job Training	20
13.3 Process - Reduction and Restructuring	20
13.4 Definition of Displacement	20

TABLE OF CONTENTS

	<u>PAGE</u>
13.5 Bumping	20
13.6 Layoff Notice	21
13.7 Retention of Seniority	21
13.8 Interim Solutions	21
13.9 Transfers and Closures	21
13.10 Health Labour Adjustment Agency (HLAA)	22
13.11 Joint Health Care Reform/Labour Adjustment Committee	22
13.12 Definitions	22
13.13 Interpretation	23
13.14 Disputes	23
13.15 Section 54 of the Labour Relations Code	23
ARTICLE 14 - HOURS OF WORK AND SCHEDULING	23
14.1 Continuous Operation	23
14.2 Hours of Work	23
14.3 Scheduling Provisions	24
14.4 Unusual Job Requirements of Short Duration	25
14.5 Rest Periods	25
14.6 Meal Periods	25
14.7 Definition of Shifts and Shift Premiums	25
14.8 Scheduling Limitations	26
14.9 Excursions	26
14.10 Flex-Time	26
14.11 Modified Hours of Work Arrangements	27
ARTICLE 15 - NEW AND CHANGED POSITIONS	27
15.1 Job Descriptions	27
15.2 New and Changed Positions	27
ARTICLE 16 - OVERTIME	28
16.1 Definitions	28
16.2 Overtime Compensation	28
16.3 Overtime on Day Off	28
16.4 Overtime on Paid Holiday	28
16.5 Overtime Pay	28
16.6 Compensating Time Off	28
16.7 Overtime Meal Allowance	29
16.8 Right to Refuse Overtime	29
16.9 Overtime for Part-Time Employees	29
16.10 Rest Interval After Overtime	29
16.11 Call Back	29
ARTICLE 17- PAID HOLIDAYS	30
17.1 Paid Holidays	30
17.2 Holidays Falling on Saturday or Sunday	30
17.3 Holiday Falling on a Day of Rest	30
17.4 Holiday Falling on a Scheduled Work Day	30

TABLE OF CONTENTS

	<u>PAGE</u>
17.5 Holiday Coinciding with a Day of Vacation	30
17.6 Holiday Pay For Regular Part-Time Employees	30
17.7 Christmas or New Year's Day Off	30
17.8 Scheduling of Lieu Days	31
ARTICLE 18 - VACATION ENTITLEMENT	31
18.1 Vacation Entitlement	31
18.2 Vacation Period	32
18.3 Splitting of Vacation Periods	32
18.4 Vacation Pay	32
18.5 Vacations Non-Accumulative	32
18.6 Vacation Entitlement Upon Dismissal	32
18.7 Reinstatement of Vacation Days - Sick Leave	33
18.8 Call-Back From Vacation	33
18.9 Vacation Credits Upon Death	33
ARTICLE 19 - EDUCATION LEAVE	33
19.1 Courses/Examinations at the Request of the Employer	33
19.2 In-Service Education	33
19.3 Leave Without Pay	33
19.4 Exchange Programs	34
ARTICLE 20 - SPECIAL AND OTHER LEAVE	34
20.1 Compassionate Leave	34
20.2 Jury Duty	34
20.3 General Leave	34
20.4 Benefits on Leave of Absence	35
20.5 Full-Time Public Duties	35
ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE	35
21.1 Maternity Leave	35
21.2 Parental Leave	36
21.3 Combined Maternity and Parental Leave	36
21.4 Employment Deemed Continuous	36
21.5 Reinstatement	36
21.6 Supplemental Unemployment Benefit Plan	37
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY	37
22.1 Statutory Compliance	37
22.2 Occupational Health and Safety Committee	37
22.3 Aggressive Behaviour	38
22.4 Vaccination and Inoculation	38
22.5 Video Display Terminals	39
22.6 Transportation of Accident Victims	39
ARTICLE 23 - MORE FAVOURABLE RATE OR CONDITIONS	39

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 24 - CONTRACTING OUT	39
ARTICLE 25 - HEALTH CARE PLANS	39
25.1 B.C. Medical	39
25.2 Dental Plan	39
25.3 Extended Health Plan	39
25.4 Group Life Insurance	40
25.5 Group RRSP	40
25.6 Dependents	40
25.7 Long Term Disability	40
25.8 Definition of Spouse	40
25.9 Commencement of Coverage	40
ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY	40
26.1 Return of Employer Property on Termination	40
26.2 Personal Property Damage	41
26.3 Employer to Continue to Supply Tools	41
26.4 Uniforms	41
26.5 Protective Clothing	41
ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES	41
27.1 Pay Days	41
27.2 Compensation	42
27.3 Temporary Promotion or Transfer	44
27.4 Relieving in Higher and Lower Rated Positions	44
27.5 Promotions	44
27.6 Transfers	44
27.7 Demotions	45
27.8 Re-employment After Retirement	45
27.9 Re-employment After Voluntary Termination or Dismissal for Cause	45
27.10 Supervisory or Military Service	45
27.11 Seniority Dates	45
27.12 Vehicle Allowance	45
27.13 Meal Allowance	46
27.14 Out-Of-Pocket Expenses	46
27.15 Indemnification and Reimbursement of Legal Fees	46
ARTICLE 28- SICK LEAVE	46
28.1 Premium Reductions	46
28.2 Sick Leave Credits	46
28.3 Sick Leave Pay	47
28.4 Workers' Compensation Benefits	47
28.5 Sick Leave Deductions	47
28.6 Medical/Dental Appointments	47
28.7 Leave of Absence Without Pay	48
28.9 Accumulated Sick Leave	48
28.11 Other Claims	48

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 29 - CASUAL EMPLOYEES	48
29.1 Casual Employees	48
29.2 Call-In Procedures	49
29.3 Seniority List	50
29.4 Regular Part-Time Employees	50
29.5 Increments	50
29.6 Application of Agreement	50
ARTICLE 30 - GENERAL CONDITIONS	51
30.1 Copies of Agreements	51
30.2 Volunteers	52
30.3 Meals	52
30.4 Job Sharing	52
30.5 Personal Duties	52
30.6 Client Information	52
30.7 Special Employment Programs	52
30.8 Article Headings	52
ARTICLE 31 - TERM	52
3 1.1 Duration	52
31.2 Change in Agreement	53
3 1.3 Notice to Bargain	53
3 1.4 Agreement to Continue in Force	53
APPENDIX 1	55
LIST OF EMPLOYERS (See enclosed attachment)	55
APPENDIX 2	56
WAGE SCHEDULES (See enclosed attachment)	56
APPENDIX 3	57
REGION	57
APPENDIX 4	58
Policy Dispute Resolution Process -Employment Security and Labour Force Adjustment Agreement	58
APPENDIX 5	60
GROUP RRSP	60
APPENDIX 6	61
LONG TERM DISABILITY INSURANCE PLANS	61
MEMORANDUM OF AGREEMENT	66
Re: Job Evaluation and Classification	66

TABLE OF CONTENTS

	<u>PAGE</u>
MEMORANDUM OF AGREEMENT,.....	67
Re: Home Support Issues	67
MEMORANDUM OF AGREEMENT ,.....	68
Re: Employee Status	68
LETTER OF UNDERSTANDING,.....	69
Re: Article 25 - Health Care Plans	69
LETTER OF UNDERSTANDING,.....	70
Re: Health Labour Adjustment Agency	70
SPECIFIC EMPLOYER MEMORANDA,.....	71
(See enclosed attachment)	71

DEFINITIONS

1. “*Association*” means the Health Services and Support - Community Subsector Association of Bargaining Agents.
2. “*Casual Employee*” is one who works fifteen (15) hours per week or less and/or is employed in the following capacities:
 - (a) for relief purposes;
 - (b) temporary workload situations.
3. “*Employer*” means the society, organization, corporation, facility, agency, centre as designated in the list of certifications attached to the consolidated certifications issued from time to time by the Labour Relations Board.
4. “*Leave of Absence With Pay*” means to be absent from duty with permission and with pay.
5. “*Leave of Absence Without Pay*” means to be absent from duty with permission but without pay.
6. “*Regular Full-Time Employee*” means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14. A regular full-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
7. “*Regular Part-Time Employee*” means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the Agreement on a pro-rata basis, except where otherwise specified.
8. “*Union*” means the Union designated on the certification with the Employer attached to the consolidated certifications issued from time to time by the Labour Relations Board.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Rules

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

1.4 Human Rights Act

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia (SBC Chapter 22, assented to 1984, as amended).

1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- (b) The Parties agree that substantiated cases of harassment may be cause for discipline up to and including dismissal.
- (c) Harassment is defined as deliberate actions that ought reasonably to be known as 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, political beliefs or conviction of a criminal or summary offence unrelated to employment.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident or patient contact, provided the acts are committed within the course of the employment relationship.

1.6 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) Sexual harassment includes but is not limited to:
 - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - (2) sexual advances with actual or implied work related consequences;
 - (3) unwelcome remarks, questions, jokes or innuendo or a sexual nature, including sexual comments or sexual invitations;
 - (4) verbal abuse, intimidation or threats of a sexual nature;
 - (5) leering, staring or making sexual gestures;
 - (6) display of pornographic or other sexual materials;
 - (7) offensive pictures, graffiti, cartoons or sayings;
 - (8) unwanted physical contact such as touching, patting, pinching, hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.7 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.

- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated and indicate what action, if any, they intend to take.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 9.8, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the Investigator under Article 8.13.

ARTICLE 2 . UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded :
 - (1) by mutual agreement between the parties; or
 - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart, job description for the department or program where the position is located and reason for exclusion.
- (c) If no agreement is reached within thirty (30) days of the first meeting, either Party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the Health Services and Support - Community Subsector Association of Bargaining Agents as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board *on* September 1, 1995, applies.

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the Agreement as it applies to that employee.

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 or its representatives which may conflict with the terms of this Agreement.

2.5 No Discrimination For Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select Stewards to represent employees on the following basis:
 - (1) one (1) Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum of two (2) Stewards to a maximum number of twenty-five (25) Stewards; and
 - (2) the Union may appoint additional Stewards to allow for one Steward to be selected from the staff working at each premise operated by the Employer.
- (b) The Union agrees to provide the Employer with a list of the employees designated as Stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with Stewards.
- (c) A Steward, or his/her alternate where the Steward is absent, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the Steward shall notify his/her supervisor.
- (d) The duties of a Steward shall include:
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes; and
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The Parties may, at the local level, mutually agree upon another method of notifying employees of Union business.

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish Union Shop Cards to the Employer to be displayed on the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

- (b) The recognized insignia of the Union shall include the Union's chosen designation (BCGEU, HEU or UFCW 1518). This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. 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.

2.10 Time off for Union Business

- (a) Leave of absence without pay shall be granted for the reasons set out below unless it would unduly interrupt the Employer's operations:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of fourteen (14) days per occurrence;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.
- (d) Leave of absence without pay and without loss of seniority will be granted to an employee called to appear as witness before an arbitration board, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of witnesses.

- (e) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days notice prior to the commencement of leave under (a) or (d) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to September 1, 1995, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after September 1, 1995 shall, as a condition of continued employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECK OFF AND UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
 - (1) Employee surname and first name;
 - (2) Job classification;
 - (3) Sex;
 - (4) Gross pay;
 - (5) Dues amount deducted.
- (e) The above information may be supplied on a compute disk or tape provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk or tape, it will be provided on hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (g) At the same time that Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided).

- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any changes to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check -off for all new employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire, new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the article dealing with Union Security and Dues Check-Off.
- (b) New employees shall also be provided with:
 - (1) the name, location and work telephone number (if applicable) of the Steward; and
 - (2) an authorization form for Union dues check-off.
- (c) The Steward shall be advised of the name, location and work telephone number (if applicable) of new employees.
- (d) The Steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes, sometime during the first thirty (30) days of employment.
- (e) The Union will provide the Employer with an up-to-date list of Stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligations in (b)(1) above.

ARTICLE 6 - EMPLOYER'S RIGHTS

- (a) The management of the Employer's business, and the direction of the work force including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.
- (b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with

a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a Union Staff Representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) 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 available confidential location.
- (d) The Employer agrees that access to its premises will be granted to Union elected officers or other persons designated by the Union. The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. such access shall not interfere with the operation of the Employer's business.

7.3 Technical Information

The Employer agrees to provide to the Association the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- (a) list of employees and status;
- (b) gender;
- (c) job titles;
- (d) job descriptions;
- (e) wage rates;
- (f) seniority list or service dates;
- (g) summary of benefit plans (medical, dental, wage indemnity, pension, etc.).

The Association may request other information it requires from the Employer.

7.4 Policy Meetings

The HEABC and the Association recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

7.5 Union/Management Committee

- a) The Parties agree to establish a Union/Management Committee composed of two (2) Union Representatives and two (2) Representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of Union and Employer Representatives.

- b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent attending meetings of the Committee.
- c) An Employer Representative and a Union Representative shall alternate in presiding over the meetings.
- d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- e) The Committee shall have the power to make recommendations to the Parties on the following:
 - 1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - 2) correcting conditions causing misunderstandings;
 - 3) dealing with matters referred to it in this Agreement.
- f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to Committee members.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (c) Where the aggrieved employee is a Steward, he/she shall not, where possible, act as a Steward in respect of his/her own grievance but shall submit the grievance through another Steward or Union Staff Representative.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute. The aggrieved employee shall have the right to a Steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, not later than twenty-one (21) days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance;

- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

Subject to the time limits in Article 8.3, 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(s) or clause(s) of the Agreement infringed upon or alleged to have been violated; and
- (c) transmitting the grievance to the Employer designate through the Union Steward.

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the Union Steward and the Employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer designate shall reply in writing to an employee's grievance within seven (7) days of above-noted meeting with the Union Steward or, if the meeting is waived, within seven (7) days of the date the Parties agree to waive the meeting.

8.6 Step 3

The Union designate may present or meet with the Employer designate to discuss a grievance and the proposed remedy at Step 3:

- (a) within twenty-one (21) days after the Step 2 decision has been conveyed to him/her by the Employer designate; or
- (b) within twenty-one (21) days after the Employer designate's reply was due.

8.7 Time Limit to Reply at Step 3

The Employer designate will respond in writing to the Union within twenty-one (21) days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this Article, the Union may submit the dispute to arbitration within:

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

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven (7) days after the date of dismissal or suspension, to initiate a written grievance. Within seven (7) days after the date of receiving the grievance, the Union Steward or Staff Representative and the Employer shall

meet and attempt to resolve the grievance. The Employer designate shall reply in writing to the grievance within seven (7) days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven (7) days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article to this Agreement, the dispute shall be discussed initially with the Employer designate or the Union within sixty (60) days of either Party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in Article 9.

8.11 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent of the Parties.

8.12 Technical Objections to Grievances

It is the intent of the Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.13 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, _____, or a substitute agreed to by the Parties shall, at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

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

Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step 3 of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of Articles 2.6, 2.10, 18, 19, 20, 21 and 28.

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference to arbitration within:
 - (1) thirty (30) days after the Employer designate's decision has been received; or
 - (2) thirty (30) days after the Employer designate's decision was due.
- (b) All referrals to arbitration shall be by certified mail, facsimile or courier.
- (c) Where the matter in dispute is a dismissal grievance, the arbitrator shall set a date for the hearing to be held within seven (7) weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

- (a) When a Party has requested that a grievance be submitted to arbitration and either Party has requested that a hearing date be set, the Parties shall assign an arbitrator from the mutually agreed upon list of arbitrators and set a date for the hearing.
- (b) The Union and HEABC may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.
- (c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from or added to the list by mutual agreement.
- (d) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.
- (e) The Parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Board Procedure

- (a) In this Article, the term "Board" means a single arbitrator or a three (3) person Arbitration Board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

9.6 Expenses of Arbitration Board

Each Party shall pay:

- (a) the fees and expenses of the nominee it appoints; and
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the Parties.

9.8 Expedited Arbitration

- (a) The Association and the HEABC shall meet at the request of either Party to review the expedited arbitration process and issues suitable for expedited arbitration.
- (b) The HEABC designate and the Union designate shall meet at the request of either Party to review outstanding grievances to determine by mutual agreement those grievances suitable for expedited arbitration.
- (c) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available date. The hearing dates shall be mutually agreed and will be at a location central to the geographic area in which the dispute arose.
- (d) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either Party.
- (e) The Parties shall make every effort to make use of an agreed to statement of facts.
- (f) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (g) The Parties agree to make limited use of authorities during their presentations.
- (h) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (i) Prior to rendering a decision, the arbitration may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- (j) All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (k) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (l) The Parties shall equally share the cost of the fees and expenses of the arbitrator.
- (n) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified in Appendix ____, or shall be a substitute mutually agreed to by the Parties.
- (o) It is not the intention of either Party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The Employer shall not dismiss or discipline an employee except for just and reasonable cause.
- (b) In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions, and other discipline will be subject to the grievance procedure under Article 8. Two (2) copies of the written notice of dismissal or suspension shall be forwarded to the Union designate within five (5) days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include;
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) employee evaluations.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Performance Evaluations

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions

about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven (7) days to read, review and sign the evaluation.

- (b) The evaluation form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation shall not be changed after an employee has signed it without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of his/her evaluation at time of signing.

10.5 Personnel File

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given.
- (b) A representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The Union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

10.6 Right to Have Steward Present

- (a) Where an Employer designate intends to interview an employee for disciplinary purposes, the Employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a Steward present in order that the employee can exercise his/her right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the Employer designate intends to interview a Steward for disciplinary purposes, the Steward shall have the right to consult with a Union Staff Representative and to have another Steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent on:
 - (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the Workers' Compensation Act in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those Sections;
 - (4) paid sick leave;
 - (5) union leave;
 - (6) maternity, paternity and adoption leave;
 - (7) other approved paid leaves of absence.

11.2 Seniority List

A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.

11.3 Loss of Seniority

An employee shall lose seniority and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one (1) year; or
- (e) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the Employer. Employees requiring to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

11.4 Re-employment

- (a) A regular employee who voluntarily resigns his/her employment and within ninety (90) days is rehired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.
- (b) A regular employee who terminates employment with an Employer listed in Appendix 1, and is employed within ninety (90) calendar days with another employer listed in Appendix 1, shall upon successful completion of the probationary period, be entitled to portability of benefits as specified below:

- (1) *Wage Increment Step*

Length of service as a regular employee with the previous employer in a similar job shall be recognized by the receiving employer for the purpose of placement at a wage increment step. Future increment progression shall be based on service with the new employer.
- (2) *Vacations*

Length of service as a regular employee with the previous employer shall be recognized for the purpose of vacation entitlement.
- (c) A regular employee who voluntarily resigns his/her employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and years of service for vacation purposes. The following conditions shall apply:
 - (1) The employee must have been a regular employee with at least three (3) years of service with the Employer at the time of termination;
 - (2) the resignation must indicate the reason for termination;
 - (3) the break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative;
 - (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 -JOB POSTINGS

12.1 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) days, the position shall not be posted and, instead, shall be filled as follows:
 - (1) Where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 14. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 16, the proposed move shall not be made; or,
 - (2) By casual employees, including regular part-time employees registered for casual work in accordance with Article 29.4.

- (c) Regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four (4) occasions in one (1) calendar year unless the Union and the Employer otherwise agree.

12.2 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and department may be subject to change provided that:

- (a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and department; and the impact the change will have on the personal circumstances of such employee(s).

12.3 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 12.1 above.

12.5 Notice To Union

Two (2) copies of all postings shall be sent to the designated Union Representative within the aforementioned seven (7) calendar days.

12.6 Notice of Successful Applicant

- (a) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

12.7 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

12.8 Selection Criteria

In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight.

12.9 Probationary Period

For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining prerequisites and seniority.

12.10 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or prerequisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued prerequisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or prerequisites on the same basis as outlined in paragraph (2) of this Section.

ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

13.1 Preamble

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

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology. The Parties agree to meet to exchange information with respect to such issues at the request of either Party.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

13.2 Job Training

At the request of either the Employer or the Union, the Parties shall meet in accordance with Article 7.5 - Union/Management Committee for the following purposes:

- (a) planning training programs for those employees affected by technological change;
- (b) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;

- (c) planning training programs for those employees affected by new methods of operation;
- (d) planning training programs in the area of general skills upgrading.

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

13.3 Process - Reduction and Restructuring

- (a) In the event of reduction resulting from any labour adjustment or downsizing initiative, the Employer, together with the Unions, will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.
- (b) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the Collective Agreement; then
 - (c) the Employer shall issue displacement/layoff notices; then
 - (d) the employee shall exercise bumping rights to a comparable job with the Employer; then
 - (e) if there is no comparable job with the Employer, the employee may exercise bumping rights into a less than comparable job.

13.4 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

13.5 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

The Unions will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

13.6 Layoff Notice

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) an employee who has not completed the probation period - two (2) weeks' notice;
- (b) an employee who has completed the probation period - four (4) weeks' notice;

- (c) three (3) or more years' seniority, one (1) additional week per year to a maximum of eight (8) weeks.

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

13.7 Retention of Seniority

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 13.5 of this Agreement.

13.8 Interim Solutions

The Parties at the local level will cooperate in the spirit of this Agreement to facilitate interim job placement solutions by means of relief assignments pending more permanent solutions.

13.9 Transfers and Closures

- (a) In the event that services or programs are transferred from one Employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority. An employee can refuse a transfer if:

- (1) the transfer is out of the region; or
 - (2) the employee has other employment options under the Collective Agreement at the Employer from which the service or program is being transferred, except where the transfer is a result of the closure of the Employer's operations.
- (b) The Employer receiving the program will determine the number and category of employees. Where the receiving Employer does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the Collective Agreement.
 - (c) In the case of the closure of an Employer, casual employees with more than three thousand nine hundred and fifteen (3915) hours of seniority acquired within the five years prior to the closure announcement will be covered by the provisions of this Article.

13.10 Health Labour Adjustment Agency (HLAA)

The parties agree to participate in the Health Labour Adjustment Agency for the purpose of allowing displaced employees to access HLAA programs. This does not restrict the ability of the HLAA to offer access to certain programs to other employees in accordance with HLAA policy. The programs will include, but not be limited to:

- (a) early retirement (55 years and older);
- (b) job sharing;
- (c) placement;
- (d) training;

- (e) severance;
 - (f) peer counselling; and
- any other programs established by the HLAA.

13.11 Joint Health Care Reform/Labour Adjustment Committee

The Parties shall promote participation by Union members and by Union members designated by Unions in health reform and utilization management to ensure that: health reform objectives are advanced; waste, inefficiencies, and inappropriate utilization are reduced or eliminated; and employee workloads are not excessive or unsafe. The Parties shall use their best efforts to achieve the permanent or interim solutions which best meets the needs of the proposed initiative.

Joint Union-Management mechanisms shall consist of a local Labour Adjustment Committee composed of equal representation from the Union and the Employer, or any other structure mutually agreed to at the local level.

There shall be no repercussions for employees participating in such activities and the employee shall do so without loss of pay.

13.12 Definitions

- (a) A generally comparable job is defined as follows:

A job with the same Employer, another Employer in the public service, public sector or non-profit community sector which is within ten percent of the rate of pay the displaced employee was receiving at the time of displacement. The rate of pay means a comparison at the top step of the increment scale.

In calculating the ten percent (10%) differential, the Parties must include wages and the following benefits: medical, dental, extended health, group life and long term disability.

Where placement cannot be made by the expiration of the layoff notice period, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of “generally comparable” with respect to that employee in order to increase potential placement opportunities.

- (b) A “region” shall be as defined in Appendix 3 [set out at pages 14 and 15 of the Employment Security and Labour Adjustment Agreement (ESLA)] .

13.13 Interpretation

The clarifications, practices and arbitral jurisprudence arising from the Health Accord and IIC Report & Recommendations shall be used as a guide when interpreting Articles 13.3, 13.8, 13.9, 13.10, 13.11, and 13.12, above.

13.14 Disputes

Disputes about the interpretation, application, or alleged violation of this Article shall be resolved in accordance with the Dispute Resolutions Process set out in Appendix 4 [set out at pages 20 & 21 of the ESLA].

13.15 Section 54 of the Labour Relations Code

The Parties agree that the present agreement fulfils the requirements of Section 54 of the Labour Relations Code. In the event that any changes related to FTE reductions contemplated by the present Agreement constitute technological change, the Association agrees that the present Agreement gives notice of technological change and complies with the notice periods in the Collective Agreement. The Parties further agree that the present Agreement satisfies any other requirement of technological change. There are no other tests regarding change.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Continuous Operation

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

14.2 Hours of Work

- (a) Except as otherwise provided in this Article, the average hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one-half (37 1/2) hours per week or an equivalent mutually agreed to by the Employer and the Union.
- (b) Employees with average hours of work greater than thirty-seven and one-half (37 1/2) hours per week shall move to the hours in (a) above on April 1, 1998 without loss of regular pay.
- (c) Where the full-time hours of work for any classification at the time of ratification of this Agreement average less than thirty-seven and one-half (37 1/2), the full-time hours of work shall be maintained, except where the Employer and the Union otherwise agree.

It is understood and agreed that in the event the length of the normal regular full-time work week of a future Community Subsector Collective Agreement is, or averages, thirty-six (36) hours per week, the full-time hours of work for any classification averaging less than thirty-six (36) hours per week shall be increased to an average of thirty-six (36) hours per week at that time.

The operation of this part (c) shall not result in an increase or decrease to the hourly rate of pay for any classification.

- (d) Except as otherwise provided in this Article, the base day will be seven and one-half (7 1/2) hours for the purpose of calculating the accrued benefit credit banks. Where the full-time hours of work for any classification average less than thirty-seven and one-half (37 1/2) hours per week, the base day will be the average weekly full-time hours of work divided by **five (5)** work days.
- (e) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) paid holidays). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-hundred fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one-hundred fifteen (115) days, except days for which he/she was paid overtime in accordance with Article 16 or Article 17.3.

- (f) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.
- (g) Where the Employer and the Union have agreement in a Collective Agreement, Memorandum, or Letter of Agreement on specific scheduling provisions with respect to hours of operation, excursions, flex-time, extended work days or modified work weeks for any specific employee or group of employees, the agreements shall be maintained unless mutually agreed otherwise by the Union and the Employer.

14.3 Scheduling Provisions

- (a)
 - (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including days in lieu of paid holidays pursuant to Article 17.8, and post these at least fourteen (14) calendar days in advance of their effective date.
 - (2) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 16, except where the Union and the Employer agree otherwise in good faith. The Employer and the Union may agree at the local level to allow such an agreement to be between the employee and the Employer. Notice of the alteration shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 16.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 16. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules. [Effective 90 days following ratification of the Agreement by the Parties.]

14.4 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it may be necessary for an employee to perform work not normally required in his/her job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

14.5 **Rest Periods**

There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift shall receive one (1) fifteen (15) minute paid rest period.

14.6 **Meal Periods**

(a) An unpaid meal period shall be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. The length of the meal period shall not be less than thirty (30) minutes, or up to sixty (60) minutes by mutual agreement.

(b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two (2) hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable overtime rate.

(c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

14.7 **Definition of Shifts and Shift Premiums**

(a) *Identification of Shifts*

Afternoon shift is any shift in which fifty percent (50%) or more occurs between 4:00 p.m. and 12 midnight.

Night shift is any shift in which fifty percent (50%) or more occurs between 12 midnight and 8:00 a.m.

14.8 **Scheduling Limitations**

Unless otherwise specified in this Article, the following shall always apply:

(a) If an employee is required by the Employer to report first to a different location before reporting to her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled work day. If at the end of work at her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled work day.

(b) Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

14.9 **Excursions**

This provision shall only apply to newly certified bargaining units where there is no Collective Agreement in effect at the time of ratification of this Collective Agreement.

Employees who accompany clients/residents on excursions will be entitled to a full shift's pay and four (4) hours of lieu time for every twenty-four (24) hour period. Lieu time shall be scheduled pursuant to Article 16.6.

14.10 Flex-Time

This provision shall only apply to newly certified bargaining units where there is no Collective Agreement in effect at the time of ratification of this Collective Agreement.

For the purpose of this Agreement, flex-time means hours worked by employees who are given authority by the Employer to choose their starting and finishing times, the length of their work day, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

- (a) the work day shall not exceed ten (10) hours, except where the employee specifically requests and the Employer agrees; and
- (b) full-time employees shall perform work on at least four (4) days in any calendar week; and,
- (c) employees shall average seventy-five (75) hours of work per fortnight; and
- (d) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required; and
- (e) regular full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one-half (7 1/2) hours, provided at least seven and one-half (7 1/2) hours are required to complete the averaging period. If less than seven and one-half (7 1/2) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence; and
- (f) where the full-time hours of work for a regular employee covered by this Article are different than thirty-seven and one-half (37 1/2) hours per week, the hours of work per fortnight under (c) above shall be adjusted to reflect those full-time weekly hours and, similarly, the deemed daily hours under (e) above shall be adjusted to reflect the regular full-time weekly hours of work divided by five days.

14.11 Modified Hours of Work Arrangements

This provision shall only apply to newly certified bargaining units where there is no Collective Agreement in effect at the time of ratification of this Collective Agreement.

Where modified hours of work arrangements are presently in place for employees covered by new certifications where there is no Collective Agreement presently in effect, the Union and the Employer shall review and develop local Memoranda of Agreement to address existing scheduling provisions with respect to extended work days, modified work weeks or other modified hours of work arrangements. The Parties agree that existing practices shall not be unreasonably disrupted so long as such practices are consistent with the terms of the Community Subsector Collective Agreement.

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.1 Job Descriptions

- (a) Except where an Employer has already presented the Union with job descriptions in accordance with the provisions of a previous collective agreement, the Employer shall draw up job descriptions for all jobs in the Bargaining Unit and present them in writing to the Union designate within ninety (90) days of ratification of this Collective Agreement.
- (b) The job descriptions presented to the Union shall become the recognized job descriptions unless written notice of objection is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
 - (1) the procedure whereby the job shall be established has been followed;
 - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (3) the job is properly remunerated in relation to the existing wage schedule; and
 - (4) any qualifications established for the job are relevant and reasonable.

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

15.2 New and Changed Positions

When a new or substantially altered job category covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. Unless notice of objection by the Union is given to the Employer within sixty (60) calendar days after such notice, the wage rate and job description shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 15.1

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

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "Overtime" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Articles 14.2.
- (b) "Straight-time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times (1 1/2 x) the straight-time pay.
- (d) "Double time" means two times (2 x) the straight-time rate.

16.2 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2, or who are requested to work on their scheduled off-duty days, shall be paid:

- (a) the rate of time and one-half ($1\frac{1}{2}$ x) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double time (2 x) thereafter or on a day of rest;
- (b) the Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

16.3 Overtime on Day Off

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

16.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 17, the employee shall be paid overtime at the rate of time and one-half times ($1\frac{1}{2}$ x) the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

16.5 Overtime Pay

Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 16.6 below.

16.6 Compensating Time Off

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

16.7 Overtime Meal Allowance

An employee who works two and one-half ($2\frac{1}{2}$) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of seven dollars (\$7.00). One-half ($\frac{1}{2}$) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (a) This clause shall not apply to part-time employees until the requirements of Article 16.8 have been met.
- (b) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

16.8 Right to Refuse Overtime

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

16.9 Overtime for Part-Time Employees

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

16.10 Rest Interval After Overtime

An employee required to work overtime adjoining 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 of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

16.11 Call Back

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drive his/her automobile to work, an allowance of thirty-four cents (\$0.34) per kilometre from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

- (a) 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	

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

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

- (a) When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.
- (b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half (1 1/2 x) for all hours worked.

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 x). Regular full-time employees shall also receive an additional 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 Holiday Pay For Regular Part-Time Employees

Regular part-time employees shall receive four point two percent (4.2%) of straight-time pay instead of a day off with pay.

17.7 Christmas or New Year's Day Off

- (a) The Employer agrees to make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting. Employees shall indicate their preference in writing on or before November 15th each year and the Employer shall respond in writing on or before December 1st each year.
- (b) Employees who are members of non-Christian religions are entitled to up to two days leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime, or vacation.

17.8 Scheduling of Lieu Days

Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.

ARTICLE 18 - VACATION ENTITLEMENT

18.1 Vacation Entitlement

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

Effective April 1, 1998, regular employees shall earn vacation entitlement as follows:

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

During the first six (6) months of continuous service an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

18.2 Vacation Period

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

18.3 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days vacation or more shall be granted to one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer.

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

Annual vacations for employees with less than ten (10) work days vacation shall be granted in one (1) continuous period.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Vacation Pay

Upon receipt of fourteen (14) days written notice, the Employer shall pay to the employee, on the pay day immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

18.5 Vacations Non-Accumulative

- (a) - An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support - Facilities Subsector Collective Agreement.

18.6 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1.

18.7 Reinstatement of Vacation Days - Sick Leave

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

18.8 Call-Back From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

18.9 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

ARTICLE 19 - EDUCATION LEAVE

19.1 Courses/Examinations at the Request of the Employer

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

19.2 In-Service Education

Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages.

19.3 Leave Without Pay

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

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.
- (c) The Employer shall provide written reasons for the denial of leave pursuant to (a) above.
- (d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in his/her former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise their rights in accordance with Article 13.5.

19.4 Exchange Programs

The parties agree that exchange programs between Employers will be encouraged. Where practical, employees will be given the opportunity to participate in exchange programs at full pay and allowances. No such exchange will take place without a written agreement with the Union(s) and the Employers involved.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Leave

- (a) 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/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, spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, 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 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.

- (b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (c) Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

20.2 Jury Duty

- (a) 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 and benefits equal to the length of the court duty.
- (b) An employee is 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.
- (c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

20.3 General Leave

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two (2) weeks notice, except in cases of emergency.

20.4 Benefits on Leave of Absence

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 2.10 shall not be taken into consideration.

20.5 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;

- (b) for employees elected to a public office for a maximum of five (5) years.

ARTICLE 21- MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period requested by the employee..
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (c) 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 unless the employee requests a short period.
- (d) A request for a shorter period under subsection (c) 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 physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The Employer may require the employee to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either Sub-section (a) or Sub-section (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six (6) consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request, an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay, or a shorter period the employee requests.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (c) An employee shall give four (4) weeks notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.2(b). In the case of adoption the employee, shall also provide a letter from the agency that placed the child providing evidence of the adoption.

Parental leave shall commence:

- (1) in the case of a mother, immediately following the end of the maternity leave taken under Article 2 1.1, unless the Employer and the employee agree otherwise;
 - (2) in the case of a father, following the birth of the child and within the fifty-two (52) week period after the birth date; and
 - (3) in the case of an adopting parent, 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 parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 21.1 and Article 21.2 is limited to thirty-two (32) weeks plus any additional entitlements provided under Article 21.1(f) and/or-Article 21.2(e) preceding.

21.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement) and 25 (Health Care Plans). The Employer shall continue to make payments to Health and Welfare 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.

21.5 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 and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise her rights in accordance with Article 13.5.
- (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 this Agreement, comply with subsection (a).

21.6 Supplemental Unemployment Benefit Plan

If such a plan is currently provided by an Employer or is provided by a Collective Agreement, it shall be maintained.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Occupational Health and Safety Committee

- (a) The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

The Union agrees to actively pursue with the other Health Care Unions, where more than one Union is certified with the Employer, a Joint Union-Employer Committee for the purposes of the Industrial Health and Safety Regulations.

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Committee meetings, workplace inspections, and accident investigations shall be scheduled during normal working hours whenever practicable.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

22.3 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.
- (d) Where community resources are available, critical incident stress defusing shall be made available and known to employees who have suffered a serious work-related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

22.4 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.
- (b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination and other immunization (with the exception of a rubella vaccination when in the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

22.5 Video Display Terminals

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDT's shall meet the standards recommended by the Workers' Compensation Board.

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

ARTICLE 23 - MORE FAVOURABLE RATE OR CONDITIONS

All more favourable rates or conditions contained in Memoranda of Agreement, except as they are amended by negotiations, shall be continued in the Collective Agreement.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH CARE PLANS

25.1 B.C. Medical

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.

25.2 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 one hundred percent (100%) of the monthly premiums.

25.3 Extended Health Plan

Regular employees, who have completed the probationary period, shall be provided with an Extended Health Plan covering eighty percent (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, The Employer shall pay one hundred percent (100%) of the monthly premiums.

25.4 Group Life Insurance

Regular employees, who have completed their 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 (\$5000) until the age of seventy (70), at which time the group insurance coverage will cease. The Employer shall pay one hundred percent (100%) of the monthly premiums.

25.5 Group RRSP

Employees who have completed their probationary period may opt into the Group RRSP as described in Appendix 5.

Employers which do not have an RRSP, and implement one as a result of this Collective Agreement, will select a fund manager mutually agreed to by the Employer and the Union.

Existing Employers which opt to change the current fund manager of their RRSP will select a new fund manager for the Plan with the mutual agreement of the Union, provided that this does not result in an additional cost to the Employer.

Only a single fund manager for the RRSP will be utilized by an Employer at any one time.

The Parties agree that the Union/Management Committee shall discuss on an annual basis any issues relating to the administration and performance of the Group RRSP.

25.6 Dependents

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

25.7 Long Term Disability

The Employer shall implement a Long Term Disability Plan as described in Appendix 6. The Plan shall be administered by the Employer based on 50/50 cost share. The Employer's cost shall not exceed one percent (1%) of wages.

25.8 Definition of Spouse

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.

25.9 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular full-time and regular part-time employees who work fifteen (15) regular hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY

26.1 Return of Employer Property on Termination

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

26.2 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.

26.3 Employer to Continue to Supply Tools

All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

26.4 Uniforms

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

26.5 Protective Clothing

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Pay Days

- (a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level. Pay cheques/stubs will be presented in such a way as to maintain the confidentiality of the cheque/stub.
- (b) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemizations of all deductions.
- (c) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- (d) The Employer will make every reasonable effort to ensure that employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
- (e) The Employer will make every reasonable effort to ensure that employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (f) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day provided the cheque is available at his/her place of work.
- (g) If the Employer implements a system of direct deposit, the employees will be given the option of being paid by cheque or direct deposit. This clause shall not apply where a direct deposit system is already in place at the date of ratification of this collective agreement.

27.2 Compensation

- (a) New certifications prior to April 1, 1996, without a collective agreement shall receive a general wage increase within the current PSEC Guidelines, effective the date of certification.
- (b) Collective agreements with wage reopeners effective prior to April 1, 1996, shall receive a general wage increase within the current PSEC Guidelines, effective the date of the reopener.
- (c) Collective agreements which expired on March 31, 1995, shall receive a general wage increases within the current PSEC Guidelines, effective April 1, 1995.

- (d) New certifications during the 1996/97 fiscal year (April 1, 1996 to March 31, 1997, inclusive) shall receive a general wage increase of one percent (1%) effective the date of certification and a one percent (1%) general wage increase on April 1, 1997.
- (e) Collective agreements which expired March 31, 1996 to December 31, 1996, inclusive, shall receive a general wage increase of one percent (1%) effective the day after the expiry of the collective agreement and a one percent (1%) general wage increase on April 1, 1997.
- (f) New certifications effective between April 1, 1997, and the date of ratification of this Collective Agreement, inclusive, shall receive a general wage increase of one percent (1%) effective the date of certification.
- (g) Collective agreements which expired between March 31, 1997, and the date of ratification of this Collective Agreement, inclusive, shall receive a general wage increase of one percent (1%) effective the date after the expiry of the collective agreement.
- (h) Effective November 30, 1997, a general wage increase of 1%.
- (i) Effective April 1, 1998, wages and benefits shall be increased to the levels found in the 1992 - 1998 Standard Home Support Agreement in accordance with the following:
 - (1) For the purpose of this agreement "benefits" shall be limited to:
 - (i) Definition of employees;
 - (ii) Layoff notice;
 - (iii) Overtime premiums;
 - (iv) Paid holiday entitlement and premiums for working on a paid holiday;
 - (v) Vacation entitlement;
 - (vi) Paid leaves;
 - (vii) Health care plans;
 - (viii) Group RRSP;
 - (ix) Mileage; and
 - (x) Personal Property Damage.
 - (2) Where any of the above-noted benefits do not exist or are less than comparable with the corresponding benefit found in the Standard Home Support Agreement, the applicable benefit under the Standard Home Support Agreement shall apply. In such cases, the description of the benefit shall be identical to the description in the Standard Home Support Agreement.
 - (3) Where an existing collective agreement provides, or the Employer provides for, benefits which exceed the levels of corresponding benefits found in the Standard Home Support Collective Agreement, the benefits shall continue provided they are specified in Memoranda of Agreement or Attachments to this Collective Agreement.
 - (4) Employees shall receive the appropriate Standard Home Support Worker rate of pay in accordance with the following:
 - (i) Employees who provide personal assistance services to clients and who have completed a recognized educational program equivalent in duration to the

Provincial Home Support Certificate (or an equivalent combination of education, training, and experience), and which is a requirement for their job, shall be compensated in accordance with the applicable December 16, 1996, Standard Home Support Agreement Wage Schedule HSW II rate.

- (ii) Employees who do not provide personal assistance services to clients but have completed a recognized educational program equivalent in duration to the Provincial Home Support Certificate (or an equivalent combination of education, training, and experience), and which is a requirement for their job, shall be compensated in accordance with the applicable December 16, 1996, Standard Home Support Agreement Wage Schedule HSW II rate.
 - (iii) All other employees shall be compensated in accordance with the applicable December 16, 1996, Standard Home Support Agreement Wage Schedule HSW I rate.
 - (iv) Where a supervisory job is responsible for supervising employees who receive the HSW II wage rate in accordance with the above, the wage rate for such jobs shall be increased to \$17.60 per hour, effective April 1, 1998.
 - (v) Where a supervisory job is responsible for supervising employees who receive the HSW I wage rate in accordance with the above, the wage rate for such jobs shall be increased to \$14.85 per hour, effective April 1, 1998.
- (5) Employees who have severed employment prior to the date of ratification of this Collective Agreement (which shall be no later than September 5, 1997) shall be paid retroactivity. The Employer shall notify all employees once, in writing, at their last know 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.

27.3 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

27.4 Relieving in Higher and Lower Rated Positions

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment of the new position after not less than one (1) work day, retroactive to the start of the relief period.

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

27.5 Promotions

- (a) Part (a) shall apply where a job has an increment structure based on hours of service.

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

- (b) Part (b) shall apply where a job has an increment structure based on calendar length of service.

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of his/her prior job.

27.6 Transfers

- (a) Part (a) shall apply where a job has an increment structure based on hours of service.

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

- (b) Part (b) shall apply where a job has an increment structure based on calendar length of service.

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure and shall retain his/her former anniversary date.

27.7 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority.

27.8 Re-employment After Retirement

- (a) Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed. All perquisites earned up to the date of retirement shall be continued or reinstated.
- (b) Where increment progression in the employee's position is based on hours of service, the employee shall maintain credit for hours worked in the present increment for the purpose of progression to the next step.
- (c) Where increment progression in the employee's position is based on calendar length of service, the employee shall maintain his/her anniversary date.

27.9 Re-employment After Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

27.10 Supervisory or Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee, does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

27.11 Seniority Dates

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

27.12 Vehicle Allowance

- (a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-four and cents (\$0.34) per kilometre. Minimum allowance shall be two dollars (\$2.00)
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) 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 dollars (\$1,000,000) Third Party Liability.
- (d) Employees shall receive an advance equivalent to the difference between the coverage in (c) with four (4) years' safe driver discount and the employees Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); one million dollars (\$1,000,000) Third Party Legal Liability; four (4) years' safe driver discount, upon proof of insurance as required by the Employer.
- (e) If an employee terminates employment during the employee's insurance year, the Employer shall recover the appropriate pro-rated amount of the advance.

27.13 Meal Allowance

The Employer agrees to maintain its current practice with regard to reimbursement of meal expenses for employees on the Employer's business away from their work location.

27.14 Out-Of-Pocket Expenses

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of her duties and of a type previously authorized by the Employer, as long as such costs are not addressed by specific allowances payable elsewhere under this Agreement.

27.15 Indemnification and Reimbursement of Legal Fees

- (a) Except where there has been negligence on the part of an employee, the Employer will:

- (1) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and,
 - (2) assume reasonable costs, legal fees and other expenses arising from any such action.
- (b) Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

ARTICLE 28 - SICK LEAVE

Accrual of sick leave benefits pursuant to Article 28.2 for employees without a sick leave plan will commence October 1, 1997. The remainder of the Article will be effective April 1, 1998, including the ability of such employees to utilize accrued sick leave credits.

28.1 Premium Reductions

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

28.2 Sick Leave Credits

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 four hundred and twenty (420) hours. Upon request, an employee shall be advised in writing of the balance of his/her sick leave credits.

28.3 Sick Leave Pay

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

28.4 Workers' Compensation Benefits

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, statutory holidays and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 25 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Workers' Compensation Act, so long as the employee is otherwise entitled to benefits under those Sections of the Workers' Compensation Act.
- (d) 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.

- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.4 except that seniority shall continue to accrue based on regular hours.

28.5 Sick Leave Deductions

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

Sick leave deductions shall be according to actual time off.

28.6 Medical/Dental Appointments

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

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

28.7 Leave of Absence Without Pay

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

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

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

- 28.8** Employees with less than one (1) year's service who are off because of sickness or accident shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within seven (7) work days from such an employee explaining his/her condition, he/she shall be removed from the payroll.

28.9 Accumulated Sick Leave

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

- 28.10** All sick leave credits are cancelled when an employee terminates his/her employment.

28.11 Other Claims

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Casual Employees

- (a) Casual employees shall receive ten point two percent (10.2%) of their straight-time pay in lieu of scheduled vacations and paid holidays.
- (b) Casual employees shall serve a probationary period of four hundred eighty-eight (488) paid hours. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (c) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12.9.
- (d) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.9.
- (e) Where a casual employee registers for work in a different classification, the employee shall serve a qualifying period of four hundred eighty-eight (488) paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.

29.2 Call-In Procedures

Effective four (4) months following the date of ratification of this Agreement.

- (a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Article 12.8. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.

Note: The parties concur that the application of departments in some Employers may not be practical. Employers will establish departments in good faith based on operational needs and not to circumvent the spirit of this clause.

- (b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within sixty (60) days, that position shall be posted and filled pursuant to the provisions of Article 12.1(a).
- (c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12. Upon completion of an assignment a casual employee shall revert to the casual list.
- (d) The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
 - (2) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
 - (3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies.
 - (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

29.3 Seniority List

- (a) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next following adjustment date.
- (c) Within two weeks of each adjustment date the Employer shall send to the Union designate a revised copy:
 - (1) of the master casual seniority list; and

(2) of each classification registry maintained by the hospital.

29.4 Regular Part-Time Employees

Regular part-time employees may register for casual work under this Addendum except that Article 29.1(a), (b), (c) and (d) shall not apply. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

29.5 Increments

Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

29.6 Application of Agreement

Except as otherwise noted, the provisions of the following Articles do not apply to casual employees. The provisions of all other Articles apply to casual employees unless otherwise explicitly stated.

Article 11	Seniority
11.2	Seniority List
Article 12	Job Postings
12.9	Probationary Period
12.10	Qualifying Period
Article 13	Labour Adjustment and Technological Change (except in case of closure)
Article 14	Hours of Work and Scheduling
14.3	Scheduling Provisions
Article 16	Overtime
16.9	Overtime for Part-Time Employees
16.11	Call Back
Article 17	Paid Holidays
Article 18	Vacation Entitlement
Article 19	Education Leave
Article 20	Special and Other Leave
Article 21	Maternity, Parental and Adoption Leave
Article 25	Health Care Plans
Article 27	Payment of Wages and Allowances
27.3	Temporary Promotion or Transfer
27.5	Promotions
27.6	Transfers
27.7	Demotions
27.8	Re-employment After Retirement
27.9	Re-employment After Voluntary Termination or Dismissal for Cause

27.10 Supervisory or Military Service
27.11 Seniority Dates

Article 28 Sick Leave

ARTICLE 30 - GENERAL CONDITIONS

30.1 Copies of Agreements

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. Sufficient copies of the Agreement will be printed for distribution to employees. The Employer and the Union will share equally the cost of printing and distribution.
- (b) The Agreements shall be printed in a union print shop and shall bear a recognized union label.
- (c) The Employer will provide copies of the Agreement within ninety (90) days of the signing of this Agreement. Ninety (90) days may be waived in extenuating circumstances.

30.2 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the lay-off of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

The Union recognizes and agrees that clients may participate in the day-to-day operations of the Employer for therapeutic value.

30.3 Meals

Employees who are required to prepare meals and eat the meal or who are required to eat the meals at the worksite with clients or residents shall have the same meal provided at no cost to the employee.

30.4 Job Sharing

The Employer shall not enter into any job sharing arrangements with employees without the written agreement of the Union.

30.5 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

30.6 Client Information

The Employer shall provide employees with information regarding a client it believes is necessary for the employee to safely carry out his/her duties.

30.7 Special Employment Programs

Where participants in a special employment program for youth or other individuals will perform of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement shall not be unreasonably withheld.



30.8 Article Headings

In this Agreement, titles shall be descriptive only and shall not form part of the interpretation of the Agreement by the Parties or an Arbitration Board.

ARTICLE 31- TERM

31.1 Duration

- (a) This Agreement shall be binding and shall remain in effect until midnight, April 2, 1998.
- (b) The provisions of this Agreement except as otherwise specified, shall come into-force and effect one (1) week following the date of ratification.

31.2 Change in Agreement

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

31.3 Notice to Bargain

- (a) this Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 1, 1997, but in any event, no later than midnight on December 31, 1997.
- (b) Where no notice is given by either party prior to December 31, 1997, both parties shall be deemed to have given notice under this section on December 31, 1997.

31.4 Agreement to Continue in Force

- (a) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.
- (b) It is agreed that the operation of subsections 2 and 3 of Section 50 of the Labour Relations Code is excluded from this Agreement.

SIGNATURE PAGE

APPENDIX 1

LIST OF EMPLOYERS (See enclosed attachment)

APPENDIX 2

WAGE SCHEDULES (See enclosed attachment)

APPENDIX 3

REGION

From Vince Ready's June 16, 1993 Recommendations.

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

1. The road distance between the employee's current workplace and the potential placement facility is:
 - a) Group 1 - Within 50 kilometres where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding University Hospital (Shaugnessy Site) which is included in Group 2 below, and all of Greater Victoria and all of the Saanich Peninsula.
 - b)) Group 2 -Within 75 kilometres where the employee's current job is located in all other areas except for the above.
2. If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to the employee's present job.
3. In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by 20 percent.
4. Notwithstanding the above:
 - a) Where there are options, i.e. more than one position available at the same time, the HLAA shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one is near the limit of the region on one side of the employee's current Employer, and the employee's residence and the other placement option is on the other side of the current Employer, the HLAA would attempt to place the employee with the Employer nearest to the employee's residence.
 - b) Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "region" with respect to that employee in order to increase potential placement opportunities.

APPENDIX 4

Policy Dispute Resolution Process - Employment Security and Labour Force Adjustment Agreement

The administrative process for the application of the Employment Security Agreement language on Dispute Resolution is as follows:

1. The Parties to this process are HEABC and each of BCNU, HEU, HSA, IUOE and BCGEU.
2. If a difference arises between the Parties relating to the interpretation, application, operation or alleged violation of the ESLA which involves a policy issue or may have implications for other Parties to this Agreement, including whether a matter is arbitrable, the Parties directly affected by the difference shall meet to attempt to resolve the dispute at stage 3 of the grievance procedure.
3. If the dispute remains unresolved, any Party may submit the difference to Vince Ready as an expedited arbitrator within thirty (30) days of the stage 3 meeting.
 - a) The Party submitting the difference to arbitration shall notify the other Parties to the Agreement through the use of an Expedited Arbitration Form which shall include:
 - i) the name of the union, facility, and individual(s) involved;
 - ii) the date of the alleged incident;
 - iii) outline of the issue;
 - iv) the remedy sought;
 - v) the degree of urgency;
 - vi) the procedure requested and rationale;
 - vii) the name, address and phone number of the contact person.
 - b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.
 - c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the Parties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process - Employment Security Agreement, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the pre-hearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other Parties to this Agreement, or whether the dispute should be handled in ESLA with the provisions of the expedited arbitration process.

The Parties agree that employees may file grievances related to the ESLA. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through the following expedited process. Referrals to this process will be made within thirty (30) days of the stage 3 meeting.

1. The Parties agree that Colin Taylor, Heather Laing, Don Munroe and Judi Korbin are the expedited arbitrators for issues arising from the ESLA.
2. Either Party shall refer issues to the arbitrator utilizing an Expedited Arbitration Form. The form will include the name of the union, facility and individual(s) involved, the date of the alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.

3. The arbitrator shall arrange an arbitration hearing with twenty-eight (28) days of the referral,
4. The Parties will utilize their own current staff to present the arbitration.
5. Each presentation will be short and concise and not exceed two (2) hours in length per Party.
6. The Parties agree to limited use of authorities during their presentation.
7. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will become in Employment Security Agreement with section 103 of the Labour Relations Code.
8. Where a mediation fails or is not appropriate, a decision will be rendered on an agreed to form and faxed to the Parties within five (5) working days of the hearing.
9. All mediated resolutions or decisions of the arbitrators are limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
10. If the arbitrator or the Parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be referred back to the Parties for disposition in ESLA with the Policy Dispute Resolution Process.
11. It is understood that it is not the intention of either Party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the Labour Relations Code.

APPENDIX 5

GROUP RRSP

1. All regular employees, upon completion of the three (3) month 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 the plan coming into effect or upon completion of the probationary period.
2. Employee contributions to the Plan will be on one (1) of the following bases:
 - 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 above 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 on the employee's behalf.
6. Employers who currently have a retirement scheme in place, and which implement this Group RRSP pursuant to Article 27.2, shall terminate the retirement scheme and contributions shall be converted to the Group RRSP.

In the event any of the Employers are required to implement an alternative retirement scheme such as the Municipal or Public Service Pension Plan, the Group RRSP will be terminated for employees of that Employer.
7. Regular employees who have completed their probationary period, and who enroll in this Group RRSP in accordance with Article 27.2 must exercise their option by July 1, 1998.
8. Employers will ensure that all new employees are informed of the options available to them pursuant to this Appendix.

APPENDIX 6

LONG TERM DISABILITY INSURANCE PLANS

Long Term Disability Plan

Section 1 - Eligibility

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

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

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

Section 2 - Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for the later of six (6) months, or exhaustion of the employee's sick leave bank, the employee shall receive a benefit equal to sixty percent (60%) of monthly earnings, to a maximum of fifteen hundred dollars (\$1,500.00) per month, in accordance with the Plan which shall be filed with the Union.

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

The long term disability benefit payment shall be made for a maximum period of twenty-four (24) months so long as an employee remains totally disabled and shall cease on the date the employee reached age sixty-five (65), recovers or dies, or has received benefit payments for twenty-four (24) months, whichever comes first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

Section 3 - Total Disability Defined

- a) Total disability, as used in this Plan, means the employee's complete inability, as a result of a bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provisions LIMITATIONS AND EXCLUSIONS.

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

If an employee who is receiving this Long Term Salary Continuance Benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to the twenty-four (24) month maximum specified in Section 2. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed fifty percent (50%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of a legally qualified doctor of medicine and the underwriter of the plan. The Employer may require an employee to participate in a rehabilitation program with the approval of a legally qualified doctor of medicine and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed fifty percent (50%) of the employee's earnings at the date of disability, but in no event for more than the twenty-four (24) months maximum specified in Section 2.

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

Section 4 - Exclusions and Limitations

a) Exclusions

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

- i) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- ii) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;
- iii) flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of air worthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot;

- iv) A condition for which an employee had received medical treatment, diagnosis, or taken prescription drugs within three (3) months of the effective date of coverage under the Plan, and a claim related to that condition is made within twelve (12) months of coverage;
- v) A disability due to the use of drugs or alcohol, except where the employee is under active supervision and is receiving continuous treatment for that disability from a rehabilitative centre or an institution provincially designated for that treatment;
- vi) Any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offense; and
- vii) A work-related accident or sickness for which an employee received payments from the Workers' Compensation Board.

b) Limitations

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

Section 5 - Integration with Other Disability Income

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

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

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

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

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 - Successive Disabilities

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

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

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

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

Section 7 - Expiration of Sick Leave

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

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

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

Section 8 - Benefits Upon Plan Termination

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

Section 9 - Premiums

The cost of this Plan shall be borne on a 50/50 basis by the Employer and the employee. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's 65th birthday, whichever occurs first.

Section 10 - Waiver of Premiums

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

Section 11 - Claims

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

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

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

Section 12 - Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports relative to the long term disability claims in the process of payments. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy, the Master Policy will prevail.

MEMORANDUM OF AGREEMENT

Between

**HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR
ASSOCIATION OF BARGAINING AGENTS**

and

HEALTH EMPLOYERS ASSOCIATION OF B.C.

Re: Job Evaluation and Classification

The parties shall establish a Joint Job Evaluation and Classification Committee comprised of four representatives of the Association and four representatives of the HEABC.

The responsibilities of the committee will be to:

- (a) exchange proposals, prior to November 1, 1997, for a standard procedure for evaluation and classification of jobs in the sector;
- (b) meet, discuss, and attempt to reach an agreement on a job evaluation and classification procedure prior to April 1, 1998.

At the request of either party Stephen Kelleher will assist the parties as a facilitator during these discussions. If mutual agreement is not reached on the plan by April 1, 1998, either party may refer the matter to Stephen Kelleher for binding resolution. It is understood that Stephen Kelleher shall not have jurisdiction to make recommendations or make a binding decision with respect to the implementation date of the job evaluation and classification plan.

The implementation of a job evaluation and classification plan will be a topic for collective bargaining during negotiations for the collective agreement commencing April 3, 1998. It is agreed that any costs associated with the implementation and/or application of the plan will come from the dollars available for collective bargaining and will be included in the total cost of the settlement of the subsequent Collective Agreement(s).

Signed on behalf of the Association:

Signed on behalf of HEABC:

Date: _____ Date: _____

MEMORANDUM OF AGREEMENT

Between

**HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR
ASSOCIATION OF BARGAINING AGENTS**

and

HEALTH EMPLOYERS ASSOCIATION OF B.C.

Re: Home Support Issues

The parties agree that home support issues will not be addressed during the negotiations for the Collective Agreement expiring April 2, 1998. Instead home support issues will be negotiated in the negotiations for the Collective Agreement commencing April 3, 1998. The current Collective Agreement is negotiated without prejudice to the position either party may take during future negotiations with respect to amendments to this Collective Agreement for home support organizations/programs.

Signed on behalf of the Association:

Signed on behalf of HEABC:

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

Between

**HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR
ASSOCIATION OF BARGAINING AGENTS**

and

HEALTH EMPLOYERS ASSOCIATION OF B.C.

Re: Employee Status

Except where the parties have agreed that employee definitions contained in a previous Collective Agreement are to be maintained, Employers shall notify all employees of their status (regular full-time, regular part-time, or casual) as defined under the Definitions Article of this Collective Agreement, within three months of the date of ratification of the collective agreement.

It is agreed that the application of the employee definitions contained in this Collective Agreement shall not result in an increase in benefits for any employee until April 1, 1998. For the purpose of this Memorandum "benefits" shall be limited to those specified in Article 27.2(i).

Signed on behalf of the Association:

Signed on behalf of HEABC:

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR
ASSOCIATION OF BARGAINING AGENTS**

and

HEALTH EMPLOYERS ASSOCIATION OF B.C.

Re: Article 25 - Health Care Plans

Where there is a dispute between the parties as to whether health and welfare benefit plan coverage is comparable to the coverage under the document tabled by HEABC at bargaining on July 15, 1997, the Union has the right to refer the matter to the Investigator pursuant to Article 8.13 within four (4) months of the implementation of the plan.

Signed on behalf of the Association:

Signed on behalf of HEABC:

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR
ASSOCIATION OF BARGAINING AGENTS**

and

HEALTH EMPLOYERS ASSOCIATION OF B.C.

Re: Health Labour Adjustment Agency

The Health Employers Association of British Columbia and the Health Services and Support - Community Sector Association of Bargaining Agents agree that the provisions of Article 13.10 - Health Labour Adjustment Agency will be implemented upon approval of the HLAA Board.

Signed on behalf of the Association:

Signed on behalf of HEABC:

Date: _____

Date: _____

SPECIFIC EMPLOYER MEMORANDA

(See enclosed attachment)