

**COLLECTIVE AGREEMENT**

**Between**



**HOSPITAL EMPLOYEES' UNION**

**AND**

**LAUREL PLACE**

**March 1, 2012 – February 28, 2014**

# TABLE OF CONTENTS

<b>Contents</b>	<b>Page Number</b>
<b>ARTICLE 1 - RECOGNITION OF THE UNION .....</b>	<b>1</b>
<b>1.01 SOLE BARGAINING AGENCY.....</b>	<b>1</b>
<b>1.02 UNION SHOP .....</b>	<b>1</b>
<b>1.03 UNION CHECK OFF .....</b>	<b>2</b>
<b>1.04 INDUCTION.....</b>	<b>2</b>
<b>1.05 SHOP STEWARDS.....</b>	<b>3</b>
<b>1.06 BADGES AND INSIGNIA.....</b>	<b>3</b>
<b>1.07 BULLETIN BOARDS .....</b>	<b>3</b>
<b>1.08 NOTICE OF UNION REPRESENTATIVE VISITS .....</b>	<b>3</b>
<b>ARTICLE 2 .....</b>	<b>4</b>
<b>2.01 NO DISCRIMINATION .....</b>	<b>4</b>
<b>2.02 COMPLAINTS INVESTIGATION .....</b>	<b>4</b>
<b>ARTICLE 3 - DEFINITIONS.....</b>	<b>4</b>
<b>ARTICLE 4 - MANAGEMENT RIGHTS.....</b>	<b>5</b>
<b>4.01 .....</b>	<b>5</b>
<b>ARTICLE 5 - LEGAL PICKET LINE.....</b>	<b>5</b>
<b>5.01 STRIKES OR LOCKOUTS.....</b>	<b>5</b>
<b>5.02 LEGAL PICKET LINES.....</b>	<b>5</b>
<b>ARTICLE 6 - DISCUSSION OF DIFFERENCES.....</b>	<b>5</b>
<b>6.01 .....</b>	<b>5</b>
<b>6.02 .....</b>	<b>6</b>
<b>6.03 UNION/MANAGEMENT MEETINGS.....</b>	<b>6</b>
<b>6.04 .....</b>	<b>6</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE .....</b>	<b>7</b>
<b>7.01 .....</b>	<b>7</b>
<b>7.02 GRIEVANCE INVESTIGATION .....</b>	<b>7</b>
<b>7.03 .....</b>	<b>7</b>
<b>7.04 RIGHT TO GRIEVE DISCIPLINARY ACTION.....</b>	<b>8</b>
<b>7.05 EVALUATION REPORTS.....</b>	<b>8</b>
<b>7.06 PERSONNEL FILE .....</b>	<b>8</b>
<b>7.07 GRIEVANCE PROCEDURE .....</b>	<b>9</b>
<b>7.08 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE.....</b>	<b>10</b>
<b>7.09 GENERAL/POLICY GRIEVANCE.....</b>	<b>10</b>
<b>7.10 .....</b>	<b>10</b>
<b>7.11 TIME LIMITS .....</b>	<b>10</b>
<b>7.12 EXPEDITED ARBITRATIONS.....</b>	<b>10</b>
<b>ARTICLE 8 - ARBITRATION.....</b>	<b>11</b>

8.01 .....	11
8.02 .....	11
8.03 .....	12
8.04 .....	12
8.05 .....	12
<b>ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS.....</b>	<b>12</b>
9.01 REGULAR FULL-TIME EMPLOYEES .....	12
9.02 REGULAR PART-TIME EMPLOYEES.....	12
9.03 CASUAL EMPLOYEES.....	12
9.04 RESTRICTION OF EMPLOYEE STATUS .....	13
<b>ARTICLE 10 - PROBATIONARY PERIOD.....</b>	<b>13</b>
10.01 .....	13
10.02 .....	13
<b>ARTICLE 11 - JOB POSTING .....</b>	<b>13</b>
11.01 .....	13
11.02 .....	14
<b>ARTICLE 12 - SENIORITY .....</b>	<b>14</b>
12.01 PROMOTION, TRANSFER, DEMOTION .....	14
12.02 QUALIFYING PERIOD .....	14
12.03 TEMPORARY PROMOTION OR TRANSFER.....	15
12.04 SENIORITY DATES .....	15
12.05 .....	15
12.06 SUPERVISORY OR MILITARY SERVICE.....	16
<b>ARTICLE 13 - JOB DESCRIPTIONS .....</b>	<b>16</b>
13.01 .....	16
13.02 .....	16
13.03 .....	16
<b>ARTICLE 14 - TECHNOLOGICAL CHANGE .....</b>	<b>17</b>
14.01 PREAMBLE.....	17
14.02 .....	17
14.03 .....	17
<b>ARTICLE 15 - REDUCTION IN WORK FORCE .....</b>	<b>17</b>
15.01 .....	17
15.02 .....	18
15.03 BUMPING .....	18
15.04 .....	18
15.05 .....	18
15.06 .....	18
<b>ARTICLE 16 - SCHEDULING PROVISIONS .....</b>	<b>19</b>
16.01 .....	19
<b>ARTICLE 17 - HOURS OF WORK .....</b>	<b>20</b>

17.01	CONTINUOUS OPERATION.....	20
17.02	HOURS OF WORK.....	20
17.03	REST AND MEAL PERIODS.....	20
17.04	SHIFT PREMIUMS.....	21
<b>ARTICLE 18 - OVERTIME.....</b>		<b>21</b>
18.01	.....	21
18.02	.....	22
18.03	.....	22
18.04	.....	22
18.05	.....	22
18.06	.....	22
18.07	.....	22
18.08	.....	22
18.09	.....	23
<b>ARTICLE 19 - CALL-BACK .....</b>		<b>23</b>
19.01	.....	23
<b>ARTICLE 20 - CALL-IN - STATUTORY REQUIREMENT .....</b>		<b>23</b>
20.01	.....	23
<b>ARTICLE 21 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS.....</b>		<b>23</b>
21.01	.....	23
21.02	.....	23
<b>ARTICLE 22 - TRANSPORTATION ALLOWANCE .....</b>		<b>23</b>
22.01	.....	23
<b>ARTICLE 23 - STATUTORY HOLIDAYS .....</b>		<b>23</b>
23.01	.....	23
23.02	.....	24
23.03	.....	24
23.04	.....	24
23.06	.....	24
23.07	.....	24
<b>ARTICLE 24 - VACATIONS .....</b>		<b>24</b>
24.01	SPLITTING OF VACATION PERIODS.....	25
24.02	VACATION PAY.....	25
24.03	VACATIONS CARRY-OVER.....	25
24.04	VACATION ENTITLEMENT UPON DISMISSAL.....	25
24.05	REINSTATEMENT OF VACATION DAYS - SICK LEAVE.....	25
24.06	.....	25
<b>ARTICLE 25 - BEREAVEMENT LEAVE .....</b>		<b>26</b>
25.01	.....	26
<b>ARTICLE 26 - FAMILY RESPONSIBILITY LEAVE .....</b>		<b>26</b>
26.02	.....	26

<b>ARTICLE 27 - SICK LEAVE, W.C.B., INJURY-ON-DUTY .....</b>	<b>26</b>
27.01 .....	26
27.02 .....	26
27.03 .....	26
27.04 .....	26
27.05 .....	27
27.06 .....	27
27.07 .....	27
27.08 .....	27
27.09 <b>WORKERS COMPENSATION BENEFITS .....</b>	<b>27</b>
27.10 <b>RETURN TO WORK PROGRAMS .....</b>	<b>28</b>
<b>ARTICLE 28 - JURY DUTY .....</b>	<b>28</b>
28.01 .....	28
<b>ARTICLE 29 - EDUCATIONAL LEAVE .....</b>	<b>29</b>
29.01 .....	29
29.02 .....	29
<b>ARTICLE 30 - LEAVE - UNPAID.....</b>	<b>29</b>
30.01 <b>UNPAID LEAVE .....</b>	<b>29</b>
30.02 <b>UNPAID LEAVE - AFTER THREE YEARS.....</b>	<b>29</b>
30.03 <b>UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS .....</b>	<b>29</b>
30.04 <b>UNPAID LEAVE - UNION BUSINESS.....</b>	<b>30</b>
30.05 <b>PUBLIC OFFICE .....</b>	<b>31</b>
<b>ARTICLE 31 - MATERNITY LEAVE.....</b>	<b>31</b>
31.01 <b>MATERNITY LEAVE AND PARENTAL LEAVE .....</b>	<b>31</b>
31.02 <b>PARENTAL LEAVE .....</b>	<b>32</b>
31.03 .....	32
<b>ARTICLE 32 - ADOPTION LEAVE.....</b>	<b>33</b>
32.01 .....	33
<b>ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY.....</b>	<b>33</b>
33.01 .....	33
33.02 .....	33
<b>ARTICLE 34 - VACCINATION AND INOCULATION.....</b>	<b>33</b>
34.01 .....	33
<b>ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>33</b>
35.01 <b>OCCUPATIONAL HEALTH AND SAFETY COMMITTEE .....</b>	<b>33</b>
35.02 <b>TRAINING AND ORIENTATION .....</b>	<b>35</b>
35.03 <b>RIGHT TO REFUSE UNSAFE WORK.....</b>	<b>35</b>
35.04 <b>EMPLOYEES RIGHT TO KNOW .....</b>	<b>35</b>
35.05 <b>PROTECTIVE CLOTHING AND EQUIPMENT .....</b>	<b>35</b>
<b>ARTICLE 36- HEALTH CARE PLANS.....</b>	<b>35</b>

36.01 BC MEDICAL SERVICES PREMIUMS .....35  
36.04 LONG TERM DISABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT, LIFE INSURANCE .....36  
36.05 EXTENDED HEALTH AND DENTAL BENEFITS.....36  
36.04 .....36  
**ARTICLE 37 - PAY DAYS .....36**  
37.01 .....36  
**ARTICLE 38 .....36**  
38.01 IN-CHARGE PREMIUM .....36  
**ARTICLE 39 - VARIATIONS .....36**  
39.01 .....36  
**ARTICLE 40 - SAVINGS CLAUSE.....37**  
40.01 .....37  
**ARTICLE 41 - PRINTING OF THE AGREEMENT .....37**  
**ARTICLE 42 - EFFECTIVE AND TERMINATING DATES.....37**  
42.01 EFFECTIVE AND TERMINATING DATES.....37  
42.02 EFFECTIVE DATE OF WAGES AND BENEFITS .....37  
42.03 .....38  
**ARTICLE 37 –PENSION PLAN.....38**  
**ARTICLE 43 - WAGES & RETROACTIVITY .....38**  
**ADDENDUM #2 - PROFESSIONAL RESPONSIBILITY.....41**  
PROFESSIONAL RESPONSIBILITY PROCESS .....41  
**SIGNATURES FOR THE EMPLOYER.....42**  
**SIGNATURES FOR THE UNION .....42**  
**ADDENDUM #1.....43**  
**LETTER OF UNDERSTANDING #1 .....46**  
RE: CONTRACTING OUT.....46

**PURPOSE** It is recognized that it is the right of the residents to uninterrupted, skilful and efficient attention which cannot be questioned, and it is obligatory upon the employer and its employees that efficient operation of the employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the employer and its employees;

The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the Union, to provide for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### **1.01 Sole Bargaining Agency**

The Employer recognizes the Union as the sole bargaining agent on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

### **1.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 7 - Grievance Procedure

**1.03 Union Check Off**

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all bargaining unit employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 1.02.

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Implementation shall be six months following the signing of the Collective Agreement.

**1.04 Induction**

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment. The employer shall notify the Union of newly hired employees within seven (7) days of hire and the Shop Steward will be given an opportunity, not to exceed



fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

**1.05 Shop Stewards**

The parties agree to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum five (5) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) Union business may only be transacted on the Employer's property during business hours and with the prior approval of the Employer. Approval shall not be unreasonably denied.

**1.06 Badges and Insignia**

Employees are permitted to wear Union pins or Shop Steward badges.

**1.07 Bulletin Boards**

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the Union.

**1.08 Notice of Union Representative Visits**

The Union shall inform the Employer with as much notice as possible when the Secretary-Business Manager, or designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Approval of the visit shall not be unreasonably denied by the Employer. Such visits shall not interrupt the operation of the facility and shall not disrupt residents or their families.

## **ARTICLE 2**

### **2.01 No Discrimination**

- (a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia;
- (b) The Employer and the Union recognize the right of employees to work in an environment free from discrimination including sexual harassment;
- (c) The Employer and the Union agree that there shall be no discrimination practised with respect to any employee for reason of membership or activity in the Union.

### **2.02 Complaints Investigation**

- (a) The employee who complains of harassment under the provisions of the Human Rights Code may file a grievance or human rights complaint.
- (b) The employer, the employees and the Union agree that where there is a complaint under 2.01 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- (c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

## **ARTICLE 3 - DEFINITIONS**

### **Common-Law Spouse**

- (a) A spouse by marriage or under any other formal union recognized by law, or
- (b) A partner (same sex or opposite sex) represented as a spouse for at least the last twelve (12) months.

Employee may not have as a spouse more than one person at a time.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union recognizes the right of the employer to operate and manage its business in all respects. The right to hire, manage the work force and to maintain order and efficiency is the exclusive responsibility of the management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the management provided that these claims shall be subject to the grievance procedure herein provided.

#### **ARTICLE 5 - LEGAL PICKET LINE**

##### **5.01 Strikes or Lockouts**

There shall be no strikes or lockouts of any kind so long as the agreement continues to operate. Any such strike or lockout must meet the criteria established by the Labour Relations Board.

##### **5.02 Legal Picket Lines**

Refusal to cross or to work behind a picket line that is legally established pursuant to the Labour Relations Code of B.C. shall not constitute cause for discipline or dismissal. A refusal to cross a picket line that affects the maintenance of essential service levels shall be a disciplinary offence attracting discipline up to and including discharge. An employee who refuses to cross or work behind a picket line pursuant to this article shall be considered to be absent without pay.

#### **ARTICLE 6 - DISCUSSION OF DIFFERENCES**

- 6.01** The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of a labour management committee.

Such meetings may discuss issues related to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:

1. Reviewing matters, other than grievances, related to the maintenance of good relations between the parties;
2. Correcting conditions causing misunderstandings;
3. Dealing with matters referred to in this Agreement.

**6.02** The Labour Management Committee shall consist of:

- (i) Up to three (3) representatives of the Union which includes the Secretary/Business Manager of the Union or his/her designate;
- (ii) Up to three (3) representatives of the Employer

The parties will alternate at each meeting the responsibility of preparing and issuing an agenda and chairing the meeting. Every effort will be made to have the agenda circulated one week in advance of the meeting. The parties will be responsible for their own minutes but these minutes are prepared on a without prejudice basis.

Except by mutual agreement which will not be unreasonably withheld by either party, no matter which has not been raised as an agenda item will be discussed at the meeting.

Agreement reached at Labour Management meetings must be signed and approved by both the Union and Employer.

**6.03 Union/Management Meetings**

The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed.

**6.04** The time spent by members of the Union Committee shall be without loss of pay or benefits.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** For the purpose of this Agreement, a grievance is defined as:

- (a) A difference arising between the parties related to the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.
- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance appraisals.

### **7.02 Grievance Investigation**

A shop steward or a Union Committee member shall obtain permission of his/her immediate supervisor who is outside of the bargaining unit prior to leaving their work duties to undertake the following Union responsibilities. Such permission will not be unreasonably withheld where operational requirements permit. This time shall be without loss of pay or benefits.

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) Attending meetings called by management
- (c) Investigation of employee complaints of an urgent nature.

The shop steward or union committee member agrees to notify his/her supervisor on resuming his/her duties.

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

#### **7.04 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has been no further infraction, except in cases of resident abuse where letters shall be removed after twenty-four (24) months. 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.

#### **7.05 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. The employer shall offer a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

#### **7.06 Personnel File**

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Secretary-Business Manager of the Union (or a designated representative), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper

operation of the Employer's business (including the provision of employment references to other employers) and/or for purposes of the proper application of this Agreement.

**7.07 Grievance Procedure**

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

**Step 1**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor within seven (7) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. The supervisor will respond as soon as practical, but no later than seven (7) calendar days after discussing the grievance. If the grievance is not settled at this step.

**Step 2**

Then within seven (7) calendar days of the Step one meeting or seven (7) calendar days after the supervisors reply, the grievance may be reduced to writing, signed by the employee and a shop steward or union committee member and submitted to the Manager.

The grievance will set out the nature of the complaint, article or articles of the agreement alleged to have been violated and the remedy or correction required.

The parties will meet to discuss the grievance within seven (7) calendar days of its filing. At the meeting each party shall provide to the other a statement of facts and copies of all relevant documents. Within fourteen (14) calendar days of following the meeting the Manager will reply in writing.

If the grievance is not settled at this step, either party may refer the grievance to Step 3 within fourteen (14) calendar days.

**Step 3**

The Union and the Employer committees shall meet to discuss the grievance within twenty one (21) days or other mutually agreeable time.

The Employer and the Union agree that their representatives at the meeting have the authority to resolve the grievance.

If the grievance is not settled within twenty one (21) days of the step 3 meeting, then either party may refer the grievance to Arbitration.

**7.08 Dismissal/Suspension for Alleged Cause**

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to submit a grievance to the Manager at Step 2 of the grievance procedure.

**7.09 General/Policy Grievance**

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 2 of the grievance procedure outlined in Article 7.06 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

**7.10** The Employer shall supply the necessary facilities for the grievance meetings.

**7.11 Time Limits**

If the Union or Employer do not present or pursue a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However neither party shall be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

**7.12 Expedited Arbitrations**

By mutual agreement, the parties may refer a grievance to Expedited Arbitration.

- (1) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (2) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (3) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.



- (4) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (6) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (7) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (8) In the event that the representatives of the Union and the Employer cannot agree on an arbitrator within thirty (30) calendar days after the referral to expedited arbitration, the matter shall be referred to an arbitrator from the list below.
  1. Chris Sullivan
  2. Irene Holden
  3. Emily Burke
  4. Joan Gordon
- (9) The expedited Arbitrator shall have the same powers and authority as an arbitration board.
- (10) Neither party will appeal the decision of the Arbitrator.

## **ARTICLE 8 - ARBITRATION**

- 8.01** 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, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within twenty one (21) days of the reply under Step 3.
- 8.02** In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below.

1. Chris Sullivan
2. Irene Holden
3. Emily Burke
4. Joan Gordon

- 8.03** Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 8.04** The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.
- 8.05** The decision of the arbitrator shall be final and binding on both parties.

## **ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS**

### **9.01 Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis for all regular hours worked and are entitled to all benefits outlined in this Collective Agreement.

### **9.02 Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis for all regular hours worked and are entitled to all benefits outlined in this Collective Agreement.

### **9.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business, and other time off regulated under the Collective Agreement in the regular schedule as required by the employer or to perform emergency or non reoccurring or irregular short term relief work as required by the employer. Casual employees accumulate seniority on an hourly basis for all regular hours worked.

**9.04            Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

**ARTICLE 10 - PROBATIONARY PERIOD**

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

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

**ARTICLE 11 - JOB POSTING**

**11.01**            The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of commencement, a summary of the job description, the wage rate and the required qualifications for a minimum of seven (7) calendar days prior to selection. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 30 days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.

The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made.

All postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

The Employer shall, within seven (7) 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 of new job was posted.

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.

- 11.02** 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, or education 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.

## **ARTICLE 12 - SENIORITY**

### **12.01 Promotion, Transfer, Demotion**

The successful candidate for a posting vacancy will be selected in accordance with the following criteria:

- a) Evaluations
- b) Past performance
- c) Required qualifications

Where two or more employees are relatively equal for a position, seniority will be the deciding factor.

### **12.02 Qualifying Period**

- (a) 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.

- (b) In no instance during the qualifying period shall such an employee lose seniority or benefits. 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 benefits.

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 benefits on the same basis as outlined in paragraph (2) of this Section.

**12.03 Temporary Promotion or Transfer**

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

**12.04 Seniority Dates**

Seniority lists shall be reviewed and posted every three (3) months. Such seniority dates shall be subject to correction for error on proper representation by the Union which must be within thirty (30) days of the posting. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

**12.05** The Employer shall supply the Union with a seniority list by department in January, April, July and October of each year, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular day-time hours.

**12.06 Supervisory or Military Service**

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

**ARTICLE 13 - JOB DESCRIPTIONS**

**13.01** The employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain the job title, qualifications, a summary statement of the duties and the date prepared.

The said job description shall be provided in writing or electronically to the Shop Steward and Secretary Business Manager or designate.

**13.02** Each employee shall be provided with a copy of the summary description for his/her classification upon request.

**13.03** (a) In the case of a newly created classification within the bargaining unit, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

(b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 2 of the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

(c) Any decision to adjust the wage rate in either 13.03 (a) or (b) either by the parties or an Arbitrator shall be retroactive to the date the complaint was filed.

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

### **14.01 Preamble**

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

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

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

**14.03** The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in the Labour Code of BC.

The Employer and the union shall meet within fourteen (14) days of the date of the notice and shall make every reasonable effort to reach an agreement.

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

## **ARTICLE 15 - REDUCTION IN WORK FORCE**

**15.01** A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. Any reduction in hours of one (1) hour or more in a shift shall be considered a layoff and may, at the employee's option, trigger bumping rights as per Article 15.03.

**15.02** The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:

- (a) Two (2) weeks per year of service to a maximum of eight (8) weeks.

**15.03 Bumping**

A laid off employee may bump the most junior employee with the same or lesser hours in their classification or a lower classification provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee effect a promotion through a bump.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement in the grid.

A transfer under this section shall not be deemed to effect a promotion, unless it results in an increase in the pay rate of the transferring employee in excess of five (5%) percent of his/her existing pay rate.

**15.04** Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.

**15.05** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability & qualifications to perform the duties of the vacant job following a normal orientation period, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 15.05 of this Agreement.

**15.06** Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, a copy of such notice shall be sent to the Chief Shop Steward of the Local.



**ARTICLE 16 - SCHEDULING PROVISIONS**

- 16.01** (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 18. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place. The Employer may change and employees start and stop times with less than fourteen (14) days notice in cases of emergency or circumstances beyond the Employer's control, so long as the employee agrees to the change.
- (b) There shall be a minimum of ten (10) 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 ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such

hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

- (g) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (h) No split shifts shall be worked except in cases of emergency or with the written approval of the employee affected. Split shifts shall be offered in order of seniority.

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 Continuous Operation**

The work week shall provide for continuous operation Sunday through Saturday.

### **17.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be between 36 and 37.5 hours per week, 7.5 hours per day, or an equivalent mutually agreed by the parties.
- (c) Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.
- (d) 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 statutory holidays, otherwise overtime shall be paid in accordance with Article 18.

### **17.03 Rest and Meal Periods**

#### **(a) Rest Periods**

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

(b) **Meal Periods**

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

**17.04 Shift Premiums**

Night Shift:	\$0.88 Staff \$1.75 RN
Evening Shift:	\$0.20 Staff \$0.20 RN
Weekend Shift:	\$0.30 Staff \$0.60 RN
Weekend/Night Premium Additional	\$1.00 RN

Evening shift is any shift in which the major portion occurs between 3:00 PM and 11:00 P.M.

Night shift is any shift in which the major portion occurs between 11:00 PM and 7:00 AM.

The weekend premium is paid for each hour worked between 11:00 PM Friday and 11:00 PM Sunday except for those beginning work at midnight, who are paid the premium for each hour worked between midnight Friday and midnight Sunday.

**ARTICLE 18 - OVERTIME**

**18.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 17.02, or who are requested to work on their scheduled off - duty days shall be paid:

- (1) The rate of time and one-half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled work day; and double time thereafter;
- (2) The rate of two times their basic hourly rate of pay for all hours worked on a scheduled day off.

- 18.02** Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.
- 18.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 23, the employee shall be paid overtime at the rate of time and one half their basic hourly rate for the first four (4) hours worked beyond eleven and one half (11.5) hours in that day and double time thereafter.
- 18.04** Overtime shall be paid by the end of the next pay period.
- 18.05** Employees who work three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal. One-half (1/2) hour with pay shall be allowed in order that they may take a meal break either at or adjacent to their place of work.
- (i) This clause shall not apply to part-time employees until the requirements of Article 18.07 have been met.
  - (ii) In the case of an employee called out on overtime to work on a scheduled day off this clause will apply only to hours worked outside their regular shift times for a normal work day.
- 18.06** 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.
- 18.07** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.
- 18.08** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

**18.09** An employee required to work overtime adjoining his/her regular 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.

**ARTICLE 19 - CALL-BACK**

**19.01** 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 whether or not they actually commence work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

**ARTICLE 20 - CALL-IN - STATUTORY REQUIREMENT**

**20.01** Any employee, except those covered by Article 19.01, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

**ARTICLE 21 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

**21.01** In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

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

**ARTICLE 22 - TRANSPORTATION ALLOWANCE**

**22.01** Employees will not be required to use his/her motor vehicle to conduct business of the employer, however in cases where an employee agrees to use a personal vehicle, an allowance of \$ .42/km will be paid.

**ARTICLE 23 - STATUTORY HOLIDAYS**

**23.01** Employees will be entitled to the following ten (10) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

**Hospital Employees' Union and Laurel Place**  
**March 1, 2012 – February 28, 2014**

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New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

- 23.02** Regular full time employees, with the exception of RCAs and LPNs, who are required to work on a statutory holiday shall receive the rate of double time (2x) in addition to a day off with pay.
- 23.03** Regular full time RCAs and LPNs shall be paid 3.6% extra at each pay period in lieu of receiving the statutory holidays as days off (increasing to 4% beginning February 11, 2013).
- 23.04** Regular part time employees and casuals shall receive 3.6% of their straight time pay in lieu of statutory holidays (increasing to 4% beginning February 11, 2013).
- 23.05** Regular full time RNs and full time Support Services (Housekeepers, Cooks, Dietary Aides, Laundry Aides) staff have scheduled paid stat days off that may be other than the calendar stat and receive double time if working on stat.
- 23.06** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.
- 23.07** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- 23.08** All employees scheduled to work on any of the statutory holidays as listed in Article 23.01 shall not have their normal hours of work reduced.
- 23.09** Except as otherwise provided in this Agreement, employees on unpaid leave of absence will not be eligible for paid holidays.

**ARTICLE 24 - VACATIONS**

**24.01** **Vacation Entitlement:**

Regular employees shall be entitled to a vacation period of 15 working days and vacation pay of 6% of previous year's earnings.

**24.02 Splitting of Vacation Periods**

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

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

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period when they have requested their vacation period by December 31 of each year. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first," "second" and "third" vacation periods have been posted.

**24.03 Vacation Pay**

Vacation pay shall be paid in accordance with Article 37 - Pay Days.

**24.04 Vacations Carry-over**

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next.

**24.05 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 24.01.

**24.06 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their 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.

**24.07 Employees who have commenced their annual vacation shall not be**

called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time.

#### **ARTICLE 25 - BEREAVEMENT LEAVE**

**25.01** Regular employees will be granted up to three (3) days of paid bereavement leave in the event of the death of the following family members: mother, father, spouse, child, sister, brother, grandparent, grandchild, in-laws, or another relative living in the same residence as the employee and two (2) additional unpaid days for travel if required.

#### **ARTICLE 26 - FAMILY RESPONSIBILITY LEAVE**

**26.01** An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

- (a) The care, health or education of a child in the employee's care or;
- (b) The care or health of any other member of the employee's immediate family.

#### **ARTICLE 27 - SICK LEAVE, W.C.B., INJURY-ON-DUTY**

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

**27.02** Employees shall be entitled to 6 days of sick leave per year, accrued at a rate of .5 days per month. Any unused sick leave shall be carried over for future use.

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

**27.04** WCB leave with pay shall be granted for the one (1) day or less not covered by the Workers' Compensation Act.



**27.05** 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.

**27.06** 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.

**27.07** Employees 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 year 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.

**27.08** 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.

**27.09 Workers Compensation Benefits**

**(a) Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

**(b) Employee to Contact Employer**

Employees who are absent from work due to Worker's Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

- (c) 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 seniority shall continue to accumulate based on regular hours.

#### **27.10 Return to Work Programs**

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved rehabilitation plan.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The employer shall not have contact with the employee's physician without the employee's consent.

- (d) Employee participation in an established return to work program must include the consent of the employee's physician.
- (e) Prior to entry into a return to work program, the Employer, the employee and the designated Union Representative may discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and the Union.

#### **ARTICLE 28 - JURY DUTY**

- 28.01** Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, not being himself/herself a party to the proceeding), on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work to maximum of five (5) working days. The employee will be required to furnish proof of performing such service and such duty pay received. The employee shall not be required to turn over allowances

received for traveling and meals.

## **ARTICLE 29 - EDUCATIONAL LEAVE**

- 29.01** Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and /or examinations. The cost of the course and/or any examination fee and reasonable expenses, including but not limited to tuition fees and course required books, incurred in taking the course and/or examination shall be paid by the Employer.
- 29.02** The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the employer to attend in-service seminars shall receive regular wages.

## **ARTICLE 30 - LEAVE - UNPAID**

### **30.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the Department Supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The fourteen (14) notice period may be waived by the employer where the Leave of Absence is deemed to be an emergency. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **30.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, an regular employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice with a minimum of two calendar weeks notice. The duration of the leave of absence shall not exceed one calendar year.

Every reasonable effort shall be made to comply with such requests providing that replacement to ensure proper operation of the employer's business can be found.

### **30.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling up to twenty (20)

working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and pay rate.

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

Employees may opt to retain Health and Welfare benefit coverage on a leave exceeding twenty (20) working days. Said coverage will be at the employee's expense.

**30.04 Unpaid Leave - Union Business**

- (a) Short term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the operation of the department provided; however, that these designated employees shall be paid by the employer for time lost in attending meetings during working hours whenever their attendance is required. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of fourteen (14) days notice. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for 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) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

- (d) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.
- (e) Provided not less than seven (7) days notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.
- (f) Where less than seven (7) days notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

**30.05 Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

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

**ARTICLE 31 - MATERNITY LEAVE**

**31.01 Maternity Leave and Parental Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before the date of birth and subsequent to the date of birth shall be at the option of the employee.
- (b) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

- (c) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (d) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of birth.
- (e) Upon return to work, the employee shall continue in her former position, if it still exists, without loss of any entitlements.

**31.02 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption;
  - (2) In the case of the other parent, following the birth of the child and conclude within the fifty-two (52) week period after the birth date of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3.

**31.03** Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. Health and Welfare Benefit coverage shall continue at the employer's expense.

**ARTICLE 32 - ADOPTION LEAVE**

- 32.01** Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to thirty seven (37) weeks following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

**ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY**

- 33.01** Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.
- 33.02** Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

**ARTICLE 34 - VACCINATION AND INOCULATION**

- 34.01** Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees, and in consultation with the Medical Health Officer, the provision of Hepatitis vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

**ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY**

**35.01 Occupational Health and Safety Committee**

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

- (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 three (3) representatives from each party and with each party appointing its own representatives.

- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- (c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (d) 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 the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.
- (e) **Aggressive Residents**

When the employer is aware that a resident has a history of aggressive behavior, the employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behavior will be provided by the employer. The employer shall make every reasonable effort to ensure that sufficient staff is present when dealing with such resident. It is understood that this provision is at no cost to the employer.



**35.02 Training and Orientation**

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

**35.03 Right to Refuse Unsafe Work**

Employees have the right to refuse to perform unsafe work pursuant to section 8.24 of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

**35.04 Employees Right to Know**

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

**35.05 Protective Clothing and Equipment**

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.
- (b) Staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the employer's expense.
- (c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

**ARTICLE 36- HEALTH CARE PLANS**

**36.01 BC Medical Services Premiums**

The Employer shall pay 100% of BC Medical Services Premiums for all eligible employees except for those who are otherwise covered;

**36.02 Long Term Disability, Accidental Death and Dismemberment, Life Insurance:**

- a. The Long Term Disability, Accidental Death & Dismemberment and Life Insurance Benefits currently in effect shall continue for the term of the collective agreement.
- b. The Employer shall pay 100% of the premium costs for these benefits.

**36.03 Extended Health and Dental Benefits:**

- a. The Extended Health and Dental benefits currently in effect shall continue for the term of the collective agreement.
- b. The Employer shall pay 100% of the premium costs for these benefits.

**36.04** Employees should refer to the benefits booklet for all details of these plans. The plan will be administered and governed by the benefit carrier. Any disagreement with respect to coverage, entitlement, etc. shall be between the employee and the carrier.

**ARTICLE 37 - PAY DAYS**

**37.01** Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur.

**ARTICLE 38 - IN CHARGE PREMIUM AND DIFFERENTIALS**

**38.01 In-Charge Premium**

An in charge premium of \$1.25 per hour will be paid to an RN designated by the Employer as in charge when no management personnel are on site.

**ARTICLE 39 - VARIATIONS**

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

**ARTICLE 40 - SAVINGS CLAUSE**

- 40.01** In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:
- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
  - (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
  - (b) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

**ARTICLE 41 - PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

**ARTICLE 42 - EFFECTIVE AND TERMINATING DATES**

**42.01 Effective and Terminating Dates**

- (i) The Agreement shall be effective March 1, 2012 and shall remain in force and be binding upon the parties until February 28, 2014, and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

**42.02 Effective Date of Wages and Benefits**

All non-compensatory provisions, wages and benefits shall be effective

from Date of Ratification unless otherwise specified in this Collective Agreement.

**42.03** It is agreed that the operation of Subsection 2 and 3 of Section 50 of the Labour Code of British Columbia is excluded from this Agreement.

#### **ARTICLE 43 – PENSION PLAN**

Eligible employees shall be enrolled in the Municipal Pension Plan (MPP) according to the MPP rules.

#### **ARTICLE 44 - WAGES & RETROACTIVITY**

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

#### **ARTICLE 45 - CASUAL AND PART TIME CALL IN AND ENTITLEMENTS**

1. The Employer may call in casual or part time employees to perform work for the following reasons:
  - (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
  - (b) Emergency relief.
  - (c) Unanticipated or irregular relief work.
  - (d) Intermittent and non-recurring work.

Where the Employer is aware that a position will be vacant in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 11.

2. Part time employees may register for casual work based on their seniority provided they are capable of performing the work and there are no overtime costs.
3. All hours worked by part time employees accumulate for the purposes of sick leave and benefits.
4. The probationary period for casual employees shall be four hundred and eighty eight (488) hours worked.

5. Employees called in as casuals will be called in to work in order of seniority provided they are capable of performing the work being assigned in the job classification for which they are registered.
6. For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
7. Seniority List – A master casual employee seniority list 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 in each year (the "adjustment" dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.
8. For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date. Within two weeks of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.
9. Call in procedure – All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.
10. In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.
11. Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
12. The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.
13. A casual employee who accepts an assignment shall have the same obligation to fulfill the assignment as a regular employee.

14. Casual employees shall receive 6% of their straight time pay in lieu of scheduled vacations.
15. Casual employees shall receive 3.6% of their straight time pay in lieu of statutory holidays (increasing to 4% beginning February 11, 2013).
16. Upon request from the employer, a casual employee will provide the employer with their availability to work in writing.
17. The employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
18. A casual employee may be removed from the casual list if they have not accepted a shift for a period of three months.

**ARTICLE 46 - PROFESSIONAL RESPONSIBILITY PROCESS FOR LICENSED  
PRACTICAL NURSES AND REGISTERED NURSES**

**1. Employee Concerns**

In the interest of resident safety and safe nursing practices, the parties agree to the following problem solving process to address employee concerns relative to resident care including:

- a) care conditions
- b) safety of residents and staff
- c) workload

**2. Discussion with Director of Resident Care**

The employee with a concern will discuss the matter with the Manager with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

**3. Unusual Occurrence Report Form**

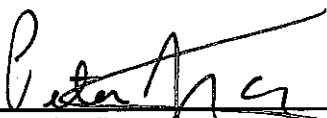
If the matter is not resolved to her satisfaction, the employee may complete an Unusual Occurrence Report Form within seven (7) calendar days of her discussion with the Manager. One report will be forwarded to the Labour/Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.


**4. Labour/Management Committee Meeting**


The Labour/Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Incident Report.

**SIGNATURES FOR THE EMPLOYER**

**SIGNATURES FOR THE UNION**

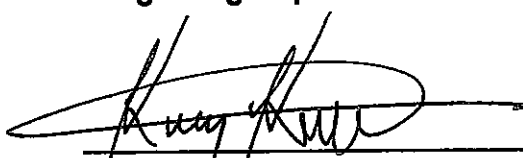
  
Peter Kafka  
Spokesperson

  
Susan Fisher  
Coordinator of Organizing &  
Private Sector Bargaining


  
Z. Betty Ahmon  
President and CEO  
Ahmon Group


  
David Durning  
Bargaining Representative

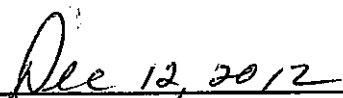
  
Karen Baillie  
Executive Director


  
Kerry Keller  
Servicing Representative

  
Indra Sharma  
Bargaining Committee

  
Henryk Slabicki  
Bargaining Committee

  
Nelson Garcia  
Bargaining Committee

  
DATED

  
DATED



**ADDENDUM #1**

<b>Position</b>	<b>Current</b>		<b>Rates Effective Date of Ratification</b>
Rec. Asst. 1	\$20.26	Start:	17.90
		After 488 hrs:	18.69
		After 1950 hrs:	19.48
		After 3900 hrs:	20.26
Rec. Asst. 2	\$20.94	Start:	18.54
		After 488 hrs:	19.34
		After 1950 hrs:	20.14
		After 3900 hrs:	20.94
RCA	\$20.94	Start:	18.54
		After 488 hrs:	19.34
		After 1950 hrs:	20.14
		After 3900 hrs:	20.94
Cook	\$19.55	Start:	17.42
		After 488 hrs:	18.13
		After 1950 hrs:	18.88
		After 3900 hrs:	19.55
Cook's Helper	\$16.11	Start:	14.24
		After 488 hrs:	14.86
		After 1950 hrs:	15.48
		After 3900 hrs:	16.11

**Hospital Employees' Union and Laurel Place**  
**March 1, 2012 – February 28, 2014**

<b>Position</b>	<b>Current</b>		<b>Rates Effective Date of Ratification</b>
Dietary Aids	\$15.78	Start:	13.90
		After 488 hrs:	14.53
		After 1950 hrs:	15.16
		After 3900 hrs:	15.78
Housekeeper	\$16.81	Start:	13.90
		After 488 hrs:	14.87
		After 1950 hrs:	15.84
		After 3900 hrs:	16.81
Laundry Worker	\$17.49	Start:	14.35
		After 488 hrs:	15.40
		After 1950 hrs:	16.45
		After 3900 hrs:	17.49
LPN	\$23.76	Start:	21.31
		After 488 hrs:	22.13
		After 1950 hrs:	22.95
		After 3900 hrs:	23.76
Maintenance Worker	\$18.34	Start:	16.07
		After 488 hrs:	16.83
		After 1950 hrs:	17.59
		After 3900 hrs:	18.34
Occupational Therapist	\$37.00	Start:	31.40
		After 488 hrs:	33.26
		After 1950 hrs:	35.12
		After 3900 hrs:	37.00
Payroll/Scheduling	20.59	Start:	17.61
		After 488 hrs:	18.60
		After 1950 hrs:	19.59
		After 3900 hrs:	20.59
Physiotherapist	30.95	Start:	
		After 488 hrs:	Contracted
		After 1950 hrs:	See note #2
		After 3900 hrs:	below
Receptionist	16.11	Start:	14.24
		After 488 hrs:	14.86
		After 1950 hrs:	15.48
		After 3900 hrs:	16.11

**Hospital Employees' Union and Laurel Place**  
**March 1, 2012 – February 28, 2014**

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<b>Position</b>	<b>Current</b>		<b>Rates Effective Date of Ratification</b>
Registered Nurse	28.02 - 37.10	Start:	28.02
		After 488 hrs:	31.04
		After 1950 hrs:	34.08
		After 3900 hrs:	37.10
Rehab Assistant	19.55	Start:	17.42
		After 488 hrs:	18.13
		After 1950 hrs:	18.84
		After 3900 hrs:	19.55

Note #1: Employees on staff as of the effective date of the agreement who are currently receiving the 3900 hour rate shall continue to receive this rate.

Note #2: It is agreed the Physiotherapist classification is considered a bargaining unit position, although it is contracted out at the time of signing this collective agreement. The status and wage rate for this position will be the subject of further negotiation between the Employer and the Union during the term of this agreement.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**

**AND**

**LAUREL PLACE**

**Re: Contracting Out**

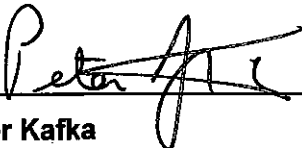
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During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit.

No later than ninety days (90) prior to the expiry of the collective agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer intends, it shall provide the Union with information on the intended contracting out prior to commencing contracting out, and will discuss in good faith any alternatives raised by the Union.

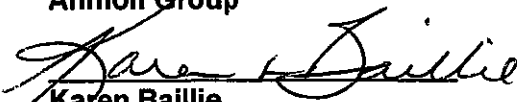
**SIGNED ON BEHALF OF THE EMPLOYER      SIGNED ON BEHALF OF THE UNION**

  
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**Peter Kafka**  
**Spokesperson**

  
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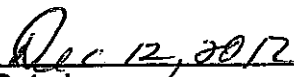
**Z. Betty Ahmon**  
**President and CEO**  
**Ahmon Group**

  
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**Karen Baillie**  
**Executive Director**

  
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**David Durning**  
**Bargaining Representative**

  
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