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COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

SKIDEGATE BAND COUNCIL

2005

April ■ 2001 to March 31, 2006

ENTERED

10796 (03)

MEMORANDUM OF AGREEMENT

BETWEEN:

SKIDEGATE BAND COUNCIL

AND:

HOSPITAL EMPLOYEES' UNION, representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making the relationship more harmonious and to promote the morale, well-being and security of all employees, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

AND WHEREAS the parties recognize that the employer is a Band Council and, as such, the parties agree to recognize and give effect to the traditional Haida responsibility of caring for the wellness of Haida elders and other member of the Haida community.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 No Discrimination

- (a) The Employer and the Union subscribe to the principles set out in the Canadian Human Rights Act.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment. and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the work place.
- (c) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of political affiliation or activity, sexual orientation, sex or marital status, physical handicap, or membership or activity in the Union or the Skidegate Band.

1.03 Complaints Investigation

An employee who complains of harassment under the provisions of the Human Rights Act of Canada and/or the Province of British Columbia may refer the complaint to a mutually agreed to investigator (Sandra **McEwan**).

When a complaint is received, the Complaint Investigator shall,

- (i) investigate the complaint;
- (ii) determine the nature of the complaint: and
- (iii) make written recommendations to resolve the complaint.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees described in the certification issued by the Canada Labour Relations Board. The Union is the bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

In furtherance of the above, the Employer shall provide a filing cabinet with a lock for the exclusive use of the Union, and a safe place to store it.

2.02 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 30 days of written notice as noted above.

In the event an employee is terminated pursuant to this section, the employee shall not have access to the grievance procedure, or any notice of termination or pay in lieu of termination.

2.03 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 money that is deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed 21 days after the date of deduction.

The Employer shall provide the Union's provincial office with a list of all 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 this Agreement.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

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.

2.04 Induction

The Secretary Treasurer of ~~the~~ Union, or a designated representative, shall be ~~provided~~ with 30 minutes with which to meet with all ~~new~~ employees hired by the Employer during the first 30 days of their employment in order to acquaint ~~the employees~~ with ~~the collective~~ agreement and ~~the activities~~ of the Union. This induction period shall be arranged between Monday and Friday between ~~the hours of~~ 0900 and 1600. There shall be no deduction of wages or fringe benefits because of the time spent by ~~the Union~~ representative ~~or the~~ employee during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in ~~cases~~ in which the session is scheduled outside of and in addition to the scheduled work of the employees.

2.05 Shop Stewards

The Employer agrees 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 **one (1) Shop Steward** for every twenty (20) employees covered by this Agreement, or major portion thereof, with a minimum number of two (1) Shop Steward at each work location.
- (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) The above noted shop stewards shall also act as Health and Safety stewards for the purpose of performing health and safety investigations.

2.06 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, family relationship, place of residence, physical handicap or their membership or activity within the Band and/or the Union.

The Employer shall not restrict employees whom are members of the Hospital Employees' Union from participation in or election to the Skidegate Band Council. It is agreed that such participation will be governed by the Skidegate Band Council Conflict of Interest Guidelines.

The Employer may preferentially hire band members but there shall be no discrimination, interference, or restriction or coercion exercised or practiced with respect to any employee with respect to the conditions of employment by reason of Band membership. Indian status, or activity within the Band.

ARTICLE 3 - DEFINITIONS

Common-Law Spouse/ Same Sex Partners

Two people who have **cohabited as spousal partners** for a **period of not less than one (1) year**, shall be deemed to **be spouses** for the purposes of this Agreement

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** It is the right of the Employer to exercise the regular and customary rights of management and to direct the employees, subject to the **terms** of the Collective Agreement. Any question about whether these management rights are **limited** by this Agreement shall be decided through the grievance procedure.

The Employer shall exercise its rights in a fair and reasonable manner. Management rights shall not be exercised in a discriminatory manner. Nor shall these rights be exercised in a manner that would deprive any **employee of employment** except through just and reasonable cause.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS

- 5.01** It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

ARTICLE 6 - PICKET LINE

6.01 Legal Picket Line

Refusal to cross or to work behind a lawful picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a lawful picket line shall be considered to be absent without pay.

6.02 Political Actions, Boycotts and ~~Hot~~ Edicts

The honouring of any action/boycott sanctioned by the Canadian Labour Congress and/or the B.C. Federation of Labour or the refusal on the part of an employee to handle any goods declared by those bodies to be "hot" shall not constitute cause for discipline.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations". The Employer at all times shall keep the Union informed of the individual membership of the Committee.

7.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

7.03 Union/Management Meetings

The Union/Management Committee shall, **as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned.**

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance **procedure** outlined in Article 8.04.

The time spent by members of the Union Committee at the **Union/Management** meetings in the **course** of their duties shall be considered as **time worked and shall be paid in accordance** with the provisions of the **Collective Agreement**. Members of the Committee attending the **Union/Management** meetings on their **own time** shall be **compensated** in accordance with the **overtime provisions of** the **Collective Agreement**.

7.04 Committee Meetings

All meetings of the **Union/Management** Committee shall be held as promptly as possible on request of either party.

7.05 Bargaining Committee

The Union Bargaining Committee shall consist **of** not more than three (3) members of the bargaining unit and the **Secretary- Business Manager** or his/her representative. The Union shall advise the Employer **of** the Union members on the Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

8.02 Grievance Investigations

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

No meeting shall take place between the Employer and a Union member, where any form of discipline could likely to result from the meeting, without the Employer specifically advising the Union member that he/she has the right to representation by a Shop Steward or Union committee member of his/her choice. Where the Employer fails to so advise the member, any disciplinary action taken shall be rendered null and void.

No meeting shall take place between the Employer and an employee without reasonable advance notice being given to the employee.

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include any violation of this Collective Agreement, 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 one (1) year from the date it was issued. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

8.04 Grievance Procedure

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

STEP ONE:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with the Band Manager or his/her designate within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

STEP TWO:

The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the Band Manager or his/her designate by a shop steward or a Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union/Management Committee shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

Both parties agree that their representatives at the Step 3 meeting have the authority to resolve the grievance.

8.05 Dismissal/Suspension for Alleged Cause

- (1) No employee shall receive a **written** or oral reprimand or warning, be suspended, demoted, dismissed or disciplined except for just and reasonable cause. Where the Employer believes it has grounds to dismiss or suspend under this clause, it may:
 - a) place the employee on a leave of absence pending final resolution of the grievance;
 - b) require ~~the employee to continue~~ working at his/her regular job pending final **resolution of the grievance; or**
 - c) by mutual agreement, transfer the employee to a different work **area** pending final resolution of ~~the~~ grievance.

It is understood that any decision made by the Employer under (c) above may not prejudice in any way the rights of other employees under the **Collective** Agreement.

- (2) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.
- (3) In **case** of dismissal or discipline, the burden of proof of just and reasonable cause shall rest with the Employer. In the subsequent grievance proceedings ~~or~~ the arbitration hearing, evidence that shall be limited to the grounds stated in the dismissal ~~or~~ discipline notice to the employee or evidence of the Employer, learned of later that could not have been discovered through due diligence at the time of dismissal or discipline and provided such evidence has been disclosed to the Union in a timely fashion.

8.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

8.07 Industry Troubleshooter

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, H.A. Hope, Q.C.; S.F.D. Kelleher; H. Laing; Dalton L. Larson; D.R. Munroe, Q.C.; V.L. Ready; L. Lebeck; S. Moore; B. Bluman or a substitute agreed to by the parties, shall, upon mutual agreement of the parties!

- (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.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour to appoint such person.

8.08 Expedited Arbitrations

- (1) A representative of the **Employer** and the **Secretary-Business Manager of the Union**, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to **determine**, those grievances suitable for expedited arbitration. In addition, the **parties will** meet quarterly to review the expedited arbitration process and scheduling of hearing dates.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited **arbitration** date. Expedited **arbitration** dates shall be agreed to by the parties.
- (3) The location of the hearing is to be **agreed** to by the parties.
- (4) As the process is intended to be non-legal, lawyers should not be used to represent either party.
- (5) All presentations to the expedited arbitrator shall be short and concise and shall include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations and to disclose to the other party all documents relevant to the grievance at least one week prior to the expedited arbitration.

- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (9) All decisions of the arbitrators are to be 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) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be: J.E. Dorsey; H.A. Hope, Q.C.; M. Jackson; D.C. McPhillips; S.F.D. Kelleher; D.R. Munroe, Q.C.; J. Korbin; G. Somjen; R. McDonald; W. Moore.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (15) **Any** suspension for alleged cause that is not dealt with under **this** Section shall be referred immediately to *Section 8.05* for resolution.

ARTICLE 9 - ARBITRATION

9.01(a) Composition of Board

Should the parties fail to **settle** any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance **or** dispute, including any question **as** to whether any matter **is** arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an **Arbitration** Board of three (3) members. Such Board shall be deemed to be a Board of **Arbitration within the meaning of the Labour** Code of British Columbia.

One member is to be appointed by the Employer, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed or, failing such appointment within **two** (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

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1. J.E. Dorsey
2. H.A. Hope, Q.C.
3. M. Jackson
4. D.C. McPhillips
5. S.F.D. Kelleher
6. D.R. Munroe, Q.C.
7. J. Korbin
8. G. Somjen
9. R. McDonald
10. W. Moore

The parties, by mutual agreement, may amend the list of arbitrators at any time or agree to utilize a single arbitrator to settle any grievance.

The decision of the arbitration board, made in writing in regard to any difference or differences, shall be final and binding upon the parties.

9.01(b) Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

1. J.E. Dorsey
2. H.A. Hope, Q.C.
3. M. Jackson
4. **D.C. McPhillips**
5. S.F.D. Kelleher
6. D.R. Munroe, Q.C.
7. J. Korbin
8. G. Somjen
9. R. McDonald
10. W. Moore

The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a **written** decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 9 excepting Article 9.03.

9.02 Authority of Arbitration Board

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

9.03 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

9.04 Employee Called as a Witness

The Employer shall grant leave of absence without loss of pay to an employee summoned as a witness to an arbitration hearing.

9.05 Arbitration Board Hearings

The Employer shall grant leave without loss of pay to a reasonable number of employees summoned, representing the Union before an Arbitration Board, provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

Each party shall bear evenly the expenses of the Arbitration Board.

9.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employees shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay, and with all his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, suspension or discharge had not taken place.

If it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

9.08 The Arbitration Board has the jurisdiction to award interest in accordance with the Court Order Interest Legislation where an arbitration award results in a financial award.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 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 and are entitled to all benefits outlined in this Collective Agreement.

10.02 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 and are entitled to benefits on a proportionate basis.

10.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum on Casual Employees".

10.04 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 8, Section 8.04 - 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. 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 11 - EQUAL PAY FOR WORK OF EQUAL VALUE

11.01 Employees shall receive equal pay *for* work of equal value, regardless of sex.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 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* that the termination was not for just and reasonable cause for the probationary employee, the employee shall be reinstated.

12.02 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 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 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. Provisions shall be made on the evaluation form for an employee to sign it. 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. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive 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.

13.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), 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 or an employee may review his/her file for personal reference.

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

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except for the purposes of the proper application of this Agreement.

ARTICLE 14 - SENIORITY

14.01 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, the seniority shall be the deciding factor if experience and required qualifications are relatively equal.

Where the **most senior** applicant **lacks** the formal qualifications but has the required work experience, he/she shall be awarded the position.

14.02 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 perquisites**. 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 perquisites**.

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

14.03 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.

14.04 Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive the new higher wage rate effective from the first day in the new job.

14.05 Re-employment After Retirement

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 pay rate of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All prerequisites earned up to the date of retirement shall be continued or reinstated.

Employees covered by this clause may be dismissed upon receiving three (3) months notice in writing or regular wages in lieu of notice.

14.06 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 prerequisites shall date only from the time of re-employment, according to regulations applying to new employees.

14.07 Supervisory or Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or temporary service not exceeding twelve (12) months, 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.

14.08 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.

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

15.01 Job Postings and Applications

- (a) If the vacancy or new job has a duration of one (1) calendar month 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) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
 - i) 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

- ii) 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 work area: and the impact the change will have on the personal circumstances of such employee(s).
- iii) the Employer has given notice of displacement to affected employees.

In the application of this paragraph, the burden of proof shall be on the Employer to demonstrate that it has complied with the above requirements.

- (c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 14.01.
- (d) 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 stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (e) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local prior to the end of the posting period.
- (f) 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.
- (g) **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.**

ARTICLE 16 -JOB DESCRIPTIONS

The Employer shall draw job descriptions for all jobs and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Secretary-Business Manager of the Union and shall become the recognized job descriptions unless written notice of objection is given by the Union within sixty (60) days.

If agreement is not reached over the contents of the job description, then the contents of the job description may be finalized by utilizing the grievance and arbitration procedure. It is recognized that the arbitrator only has the jurisdiction to ensure that the job description accurately reflects the job and the appropriate wage rate. The arbitrator does not have any jurisdiction to change the work required to be performed by the employee.

Each regular employee shall be provided with a copy of the agreed to job descriptions for his/her position.

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS

17.01 New or Changed Positions

Where the Employer establishes a new position or significantly changes the duties to be performed by an employee in an existing classification, the Employer and the Union agree to meet prior to the implementation of the change to discuss the wage rate and job description. Failing an agreement between the Employer and the Union on these matters, the matter may ultimately be resolved through the grievance and arbitration procedure and the arbitrator expressly has the jurisdiction to determine the appropriate wage rate for the new or changed position (provided the new position is within the bargaining unit.).

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble

The Employer agrees that wherever possible ~~no~~ employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 14.01 and Article 19.

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.

18.02 Definition of Displacement

Any 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. **as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce. or a component thereof.**

18.03 Notice of Displacement

At the time the decision to change the equipment ~~or~~ method of Operation, the Employer shall notify the Union in writing of ~~the~~ impact that such change shall have on existing jobs. The Employer shall endeavour, wherever possible, to provide at least six (6) months advance notice.

The Employer agrees to meet with ~~the~~ Union expeditiously upon the Union's receipt of **such notification** for the purpose of exploring alternatives to alleviate the negative **impact** of the technological change.

No change shall be implemented until the Employer has given **due consideration** to any proposal advanced by the Union.

18.04 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 bump 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.

If an employee who transfers to a job under this clause opts out during the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

18.05 Job Training

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- (1) for planning and implementing training programs for those employees affected by technological change;
- (2) for planning and implementing training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning and implementing training programs for those employees affected by new methods of operation;
- (4) for planning and implementing training programs in the area of general and specialized skill upgrading and maintenance.
- (5) Current employees shall be given priority for training programs.

18.06 Job Training

The Labour-Management Committee shall review the budget for training and skills upgrading. The Employer will consult with the Union in connection with all requests for leave for job training and in connection with prioritizing the areas of job training at the Labour Management Committee, prior to assigning training opportunities.

ARTICLE 19 - REDUCTION IN WORK FORCE

19.01 In the event it is absolutely necessary to reduce the work force, the Employer shall seek the Union's input to prevent it.

In the event of an actual reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

19.02 The Employer shall give regular full-time and regular part-time employees two weeks written notice of layoff or normal pay for that period in lieu of notice.

19.03 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.

19.04 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 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) calendar days of the date of receipt of written notification delivered by courier 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 **18.04** of this Agreement.

19.05 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

ARTICLE 20 - SCHEDULING PROVISIONS

- 20.01** (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 temporarily 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 23. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
- (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 23.
- (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 23. 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.

ARTICLE 21 - HOURS OF WORK

21.01 Continuous Operation

The work week shall provide for continuous operation Monday through Friday.

21.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-five (35) hours per week.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Wherever possible, the extra days off shall be scheduled with existing days off.

21.03 Rest and Meal Periods

(a) Paid Rest Period

An employee shall be permitted a rest period of 15 minutes in both the first half and the second half of a shift in an area made available by the Employer. By local agreement, the 15 minute break may be split into two, seven and one half minute breaks.

(b) Meal Periods

All employees covered by the Collective Agreement shall receive a one (1) hour meal period. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

21.04 Part-Time Employees

The Employer shall eliminate, as far as possible, all part-time positions.

ARTICLE 22 - OVERTIME

22.01 Employees requested to work in excess of eight hours in one day, 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 three hours of overtime on a scheduled work day and double time thereafter;
- (2) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

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

22.03 An employee who, at the request of the Band Manager or their designate, works on any of the statutory holidays shall be paid the rate of double time and shall receive another day off with pay at a time mutually agreeable to the employee and the Band Manager or their designate.

22.04 Overtime pay shall be paid to the employee on the following pay cheque.

22.05 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.

22.06 An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of ten dollars (\$10.00). One-half (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.

22.07 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, including an extra 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.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

22.08 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.

22.09 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.

22.10 An employee required to work overtime shall be entitled to eight (8) de ar hours between the end of the overtime work and the start of his/her next regular shift. if eight (8) de ar hours of time off are not provided. overtime rates shall apply to all hours worked on the next regular shift.

22.11 Overtime shall be offered in order of seniority. No employee shall be disciplined for refusing to work overtime.

22.12 Where an employee works overtime. he/she shall be given a fifteen (15) minute break, with pay, between the end of his/her regular shift and the commencement of his/her overtime period.

ARTICLE 23 - SHIFT AND WEEKEND PREMIUMS

23.01 Employees working the evening shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of seventy five cents (\$0.75) per hour for the entire shift worked.

23.02 Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

ARTICLE 24 - CALL-BACK

24.01 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 he/she actually commences work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

ARTICLE 25 - CALL-IN/Reporting

25.01 Any employee, except those covered by Article 25.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of three (3) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 26 - ON-CALL DIFFERENTIAL

26.01 (a) When an employee is advised by the Band Manager or their designatethat they are "on call" that is, immediately available by telephone contact, they shall be paid straight time wages in accordance with the following schedule:

Mondayto Friday inclusive	2 hours per day
Saturday, Sunday or Statutory Holidays	4 hours per day

26.02 All hours actually worked by an On-Call employee shall be paid at overtime rates in accordance with the provisions of this Agreement.

An employee may ~~leave~~ their Employmentwhen the work is ~~completed~~ for ~~which~~ they were called.

On call duty shall be equally ~~divided among the~~ employees who are willing ~~and qualified to~~ perform the available work, ~~however, senior~~ employees wilt have first ~~option~~.

26.03 Should the Employerrequire an employeeto have a pager or beeper available during their on-call period, then all related expenses for such device shall be the ~~responsibility~~ of the Employer.

26.04 TELEPHONE CALLS

Whenever an employee, ~~not on-call~~, receives a work related call at home ~~she/he~~ shall be paid for fifteen (15) minutes ~~per call~~ at their regular rate of pay. The employee must keep a log with particulars relatingto ~~all work~~ related calls and provide details ~~on or~~ have attached to their time sheet before ~~payment~~ for calls is made.

ARTICLE 27 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

27.01 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.

27.02 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.

27.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive the supervisory rate of the person they are relieving, for any and all hours assigned.

ARTICLE 28 - TRANSPORTATION ALLOWANCE

28.01 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 nine cents (39 cents) per kilometre. Minimum allowance for actual travel shall be \$2.00.

28.02 Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 29 - STATUTORY HOLIDAYS

29.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	International Aboriginal Day

They shall be granted ~~on the basis~~ that employees shall be scheduled off ~~from work~~, exclusive of annual ~~vacations~~, a ~~minimum~~ of one hundred ~~sixteen~~ (116) days per year (~~two~~ (2) days per week plus a minimum of twelve (12) ~~Statutory holidays~~).

An employee shall be paid for a statutory holiday if ~~she/he~~ has worked on the last scheduled work day prior to the holiday and the first scheduled work day ~~after the holiday~~ or has a valid medical note.

Pay for Regularly Scheduled Work on a Holiday:

An employee who, at the request of ~~the~~ Band Manager ~~or~~ their designate, works ~~on~~ any of the ~~above-noted~~ holiday shall be paid the rate of double time and shall receive ~~another day~~ off with pay at a time mutually agreeable to the employee and the Band Manager or their designate.

29.02 When an employee ~~has~~ been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

29.03 Compensation for Holidays Falling on Scheduled Day Off:

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreeable to the employee and the Band Manager or their designate.

29.04 Employees who are required to work on a statutory holiday shall be paid at the rate of double time (2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

29.05 If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred sixteen (116) days off that his/her period of service in the year bears to a full year.

29.06 Compensation for Holidays on Saturday or Sunday:

When any of the above-noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the previous Friday or the following Monday (or the previous Friday or the following Tuesday, where the preceding Monday is your normal day off) shall be deemed to be the holiday for the purpose of this Agreement

29.07 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

29.08 If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

29.09 All employees scheduled to work on any of the statutory holidays as listed in Article 30 shall not have their normal hours of work reduced,

ARTICLE 30 -VACATIONS

30.01 Vacation Entitlement

All regular full-time and permanent part-time employees with at least twelve (12) months of continuous service shall, on their anniversary date, be entitled to take a vacation with pay in the twelve (12) months following the anniversary date in accordance with the following table:

<u>Years of Service on Anniversary Date</u>	<u>Length of Vacation (normal work week)</u>
1-2 years	2 weeks
3-4 years	3 weeks
5-9 years	4 weeks
10-14 years	5 weeks
15 and thereafter	8 weeks

Vacation pay shall be calculated by using the rate of the employee's classification on the anniversary date times the normal number of hours regular scheduled per week at that time.

Employees whose employment is terminated prior to their first anniversary shall receive 4% of their gross wages as vacation pay.

At the time an employee's employment is terminated the employee shall receive as vacation pay a pro-rated amount based on the number of completed months of service since the last anniversary date.

30.02 Vacation Period

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

30.03 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 at the employee's discretion.

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 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.

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

30.04 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

30.05 Vacations Non-Accumulative

Vacation time shall not be cumulative from calendar year to calendar year.

30.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 30.01.

30.07 Reinstatement of Vacation Days - Sick Leave

in the event an employee is sick or injured prior to the commencement of his/her vacation, or becomes sick or is injured while on 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.

30.08 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 his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel

expenses incurred shall be reimbursed to the employee.

ARTICLE 31 - COMPASSIONATE LEAVE

31.01 Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, foster child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides and foster brother or sister, who are or had been permanently residing in the employee's household.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

ARTICLE 32 - SICK LEAVE

32.01 Sick leave credits shall be earned by all permanent full-time and permanent part-time employees at the rate of one and one-half (1 1/2) work days for every full month worked after completion of the probationary period. The maximum number of sick days that can be accumulated at any time is fifty (50).

32.02 Sick leave credits can be withdrawn in the event of legitimate sickness of the employee or to attend medical or dental appointments that cannot be scheduled outside working hours. Medical confirmation may be requested prior to receiving pay for the sick day. The Employer may require confirmation from a doctor of the Employer's choosing but the Employer shall pay for the examination and any working time lost as a result.

32.03 Sick credits can be utilized to top up WCB, short term or long term disability benefits being received, but must be utilized in one-half (1/2) day allotments at a time (for example if a top up of 33% is required, one-half (1/2) day of credit is debited from the sick bank).

As sick leave credits are used, they shall continue to be earned up to the maximum.

ARTICLE 33 – SPECIAL LEAVE

33.01 Special leave credits shall be earned by all permanent full-time and permanent part-time employees at the rate of one and one-half (1 1/2) work days for every full month worked after completion of the probationary period. The maximum number of sick days that can be accumulated at any time is ten (10):

- (a) adoption leave - five (5) days maximum;
- (b) marriage of employee - five (5) days maximum;
- (c) birth of male employee's child - two days maximum;
- (d) serious domestic emergency - five (5) days maximum;

- (e) to attend to illness in employee's immediate family - five (5) days maximum;
- (f) extension of compassionate leave - one (1) day maximum;
- (7) graduation of employee's spouse or dependent - two (2) days maximum;
- (h) foster child placement;
- (i) attend or participate at a funeral;
- (j) food fishing - three (3) days maximum;
- (k) Christmas shopping - one (1) day maximum;

33.02 The Employer shall advise employees at the end of each fiscal year what their sick leave balance is.

33.03 Sick Leave During Layoff

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence, but shall retain their accumulated credit, if any, existing at the time of such layoff.

33.04 Extended Sick Leave

An employee who has exhausted their sick leave credits shall be granted an extended sick leave without pay. No employee shall be terminated by reason of having exhausted their sick leave credits. Medical confirmation as set out in Article 33.02 may be required by the Employer.

33.05 Payment for Unused Sick Leave on Termination of Employment

- (a) In the event of the death of an employee, 50% of the value of all accrued sick leave credits shall be paid to the employee's beneficiary as designated in the Group Life Insurance Coverage.
- (b) On severance or retirement after three (3) years service an employee having accrued sick leave credits shall receive an allowance in lieu of sick leave equal to fifty percent (50%) of the credit at the rate of pay effective immediately prior to severance or retirement. An employee who is terminated for cause shall be disqualified from payments of unused sick leave credits.

ARTICLE 34 - EDUCATIONAL LEAVE

34.01 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 incurred in taking the course and/or examination shall be paid by the Employer.

34.02 The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.,

It is the intention of the parties to encourage as many employees as possible to participate in in-service programs.

34.03 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care 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 (4) 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 department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

34.04 It is recognized that bargaining unit employees may wish to enrol in educational programs in order to advance the employees' employment within the bargaining unit at no cost to the employee.

ARTICLE 35 - JURY DUTY OR COURT WITNESS DUTY LEAVE

35.01 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence, shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

35.02 Leave for Court Appearance ~~or~~ Incarceration

In the event that an employee is accused of an offense ~~or~~ is party to a civil action which requires a court appearance, upon making a written request to the Band Administrator or his designate, the employee shall be granted a leave of absence without pay and without loss of seniority and benefits to appear in court or meet with the legal counsel. In the event that the accused employee is jailed awaiting a court appearance, he/she shall be entitled to an automatic leave of absence without loss of seniority and benefits but without pay.

ARTICLE 36 - LEGAL FEES

The Band shall pay all legal and court costs as well as judgement costs, if any, for any action initiated against an employee resulting from the performance of their employment duties.

ARTICLE 37 - LEAVE - UNPAID

37.01 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 seven (7) days' notice to minimize disruption of staff. 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.

37.02 Unpaid Leave -After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacementsto ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

37.03 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 increment step.

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 receive credit for previously earned benefits upon expiration of the unpaid leave.

37.04 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 including conventions and conferences 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 requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (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) 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) The foregoing provisions shall not limit the provisions of Articles 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, 45.
- (e) 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 regular full-time basis.

- (f) (i) 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 to attend the regular meetings of such Executive.
- (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

37.05 Unpaid Leave - Public Office

Employees shall be granted leave of absence without pay but without loss of benefits and seniority 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 Band, Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

37.06 Time Off for Elections

An Employee shall be granted sufficient time off without loss of pay to ensure that the employee has four clear hours off prior to the close of polls in any federal, provincial, municipal or Band election or referendum at which the Employee is eligible to vote.

ARTICLE 38 - MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE

38.01 Maternity, adoption and parental leaves shall be granted as a right and in accordance with the provisions of the Canada Labour Code. The Band shall not deny the pregnant Employee the right to continue employment during the period of pregnancy.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Canada Labour code, shall be considered sick leave providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinements shall be at the option of the employee.

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of the leave of absence.

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.

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 confinement.

Upon return to work, the employee shall continue in her former position without loss of

perquisites.

Effective the signing date of this Agreement, leave of absence for maternity may be taken for a period not to exceed thirty (30) weeks. For the first twenty (20) days of such leave the employee shall be entitled to all benefits. For the balance of the maternity leave, the employee shall be entitled to the maternity leave benefits set forth in the Employment Insurance Act.

ARTICLE 39 - HEALTH CARE PLANS

The parties agree to continue the Many Nations Coverage as per the current practice. The EAP component of the Plan shall be added at no cost to the employees.

In the event of a work stoppage - through lawful strike or lockout - Employer shall continue coverage if the employee continues to pay his or her share of the premiums.

Counsellors are granted coverage under the benefit plans.

ARTICLE 40 - PENSION PLAN

The parties agree to continue the Many Nations Pension Plan as per current practice.

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

41.01 All employees affected by this Agreement shall be covered by the Employment Insurance Act, or succeeding Acts.

Premium rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 42 - UNIFORMS

It is understood that the employees are not required to wear uniforms or specified clothing.

ARTICLE 43 - POWER OUTAGES

Whenever an employee's work cannot be reasonably carried out during their regular working hours by reason of power outage, the Employer shall either provide temporary heat and light arrangements or allow the employee leave of absence without loss of pay and benefits during the duration of the power outage. This Article shall not apply if the employee fails or refuses to report to work unless advised by the Band Manager or his/her designate to not report to work.

ARTICLE 44 - PREVIOUS EXPERIENCE

44.01 Upon recruiting new, including previous, employees, the Employer agrees that previous comparable experience shall be taken into consideration.

ARTICLE 45 - MORE FAVOURABLE RATE OR CONDITION

45.01 No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 46 - SEVERANCE ALLOWANCE

46.01 Regular full time employees who lose their employment, other than for just cause, shall be entitled to receive notice or severance pay in lieu of notice in accordance with the following table:

- (a) employee with less than ~~two~~ years service: two ~~(2)~~ weeks;
- (b) employees with over two years of service but less than five years ~~of~~ service: three ~~(3)~~ weeks pay;
- (c) employees with more than five years of service: four (4) weeks pay.

46.02 Permanent part time employees shall be entitled to severance pay on a prorated basis in accordance with the above table (for example: if the employee has less than two years service and the employee works ~~two~~ days per week or 40% of a full time position, the employee shall be entitled to 40% of the three weeks of severance pay described above).

46.03 Employees who accept severance pay, forfeit any rights of recall and their seniority rights are deemed to be extinguished. This applies to all severance payments described in this collective agreement, not just those in this Article.

ARTICLE 47 - PAY DAYS

47.01 Employees shall be paid by cheque or direct deposit every second Thursday subject to the following provisions:

- (a) 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, ~~the~~ cumulative amount of ~~special~~ leave credits earned, and an **itemization** of **all** deductions.
- (b) When a pay day falls on a **non-banking** day, the pay cheque shall be given prior to the established pay day.
- (c) Employees on evening shift paid by cheque shall **receive** their pay cheques **on** the day immediately **prior to** pay day.
- (d) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at ~~the~~ conclusion of **their shift**.
- (e) 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**.
- (f) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation.
- (g) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.

ARTICLE 48 - BADGES AND INSIGNIA

48.01 Employees shall be permitted to wear Union pins or Shop Steward badges.

Employees shall be permitted to wear pins and caps from recognized health care organizations.

ARTICLE 49 - BULLETIN BOARDS

49.01 Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 50 - NOTICE OF UNION REPRESENTATIVE VISITS

50.01 The Union shall inform the Employer when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business.

ARTICLE 51 - UNION ADVISED OF CHANGES

51.01 The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement,

ARTICLE 52 - BAND PROPERTY

52.01 Employees must return to the Employer all Employer property in their possession at the time of termination of employment.

52.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, provided such personal property is an article of use or wear of a type suitable for use while on duty.

52.03 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.

ARTICLE 53 - VACCINATION AND INOCULATION

53.01 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.

53.02 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.

ARTICLE 54 - OCCUPATIONAL HEALTH AND SAFETY

54.01 Occupational Health and Safety Committee

- (a) The Employer and Union agree to cooperatively work together to ensure compliance with all applicable occupational health and safety legislation. The Labour Management committee shall, with any appropriate changes as required by legislation, function as an occupational health and safety committee.
- (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 workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (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 increase the awareness~~ of all staff on ~~such topics as:~~ **workplace** safety, safe **lifting techniques**, dealing with **aggressive patients/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.
- (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 **patients/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**.
- (9) Employees shall ~~be~~ entitled to time off work with no **loss** of pay, seniority or benefits to attend educational courses and/or seminars sponsored by government **agencies** or the Union for instruction and upgrading on health and safety matters related to the employees' work.

54.02 Aggressive Clients

The Employer shall inform all employees of clients who have a history of violence or are abusive.

The Employer shall provide that clear, consistent instruction be given to employees and, if the abusive or violent situation warrants it, schedules and routines temporarily adjusted to insure the patient's/resident's well-being and the employee's safety.

54.03 Working Short-staffed

Wherever possible the Employer agrees to replace employees with other HEU employees when an employee is off work due to illness, vacation or leave for any purpose.

54.04 In-Service

The Employer recognizes the importance of periodic in-service training, and agrees, wherever possible, to provide all employees such training on the following topics:

- (a) Work injuries
- (b) Stress management
- (c) Proper body mechanics
- (d) Cardio-Pulmonary Resuscitation (CPR)

54.05 Training and Orientation

- (a) No employees 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.

54.06 Right to Refuse Unsafe Work

- (a) No employee shall be directed to work in an area or under conditions which may jeopardize his/her health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments.
- (b) The right to refuse unsafe work shall include the right to refuse to perform heavy lifting duties unassisted.
- (c) An employee shall not be subject to disciplinary action for refusing to work as provided in this Article provided reasonable grounds for the employee's belief exist. The employee shall be given alternative work at no loss in pay until the matter is resolved.

54.07 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.

54.08 AIDS

The Employer agrees to take all possible safety precautions to deal with the threat of the AIDS virus, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with AIDS patients.

54.09 Protective Clothing and Equipment

- (a) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, footwear, and equipment required, including gloves, masks, helmets, safety glasses, coveralls, boots, and shoes.
- (b) All such clothing, tools, equipment and footwear shall be maintained and replaced at the Employer's expense.
- (c) All such clothing, tools, equipment, and footwear shall comply with applicable Workers' Compensation Board regulations concerning same.

54.10 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

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

54.11 Premium Pay for Abnormal Working Conditions

In addition to the basic wage, a twenty five (25%) per hour premium shall be paid to employees performing work that the Union and the Employer have agreed to be dirty or hazardous.

ARTICLE 55 - CONTRACTING OUT

55.01 The Employer agrees that all work or services performed by the employees shall not be subcontracted, privatized, transferred, leased, assigned, or conveyed, in whole or in part, to any other facility, person, company or non-bargaining unit employee.

ARTICLE 56- CHILD CARE

56.01 The Employer and the Union agree to establish a Joint Committee to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by this Agreement.

ARTICLE 57 -PRINTING OF THE AGREEMENT

57.01 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. For this reason the Employer shall print sufficient copies of the Agreement for distribution to employees.

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 58 -VARIATIONS

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

ARTICLE 59 - BINDING TRIBUNAL

59.01 At the option of either party, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by a Board of Arbitration within the meaning of the Labour Code of Canada, or its successor act, by the Union giving written notice to the Employer and the Minister of Labour. One member of the Board shall be appointed by the Employer or its duly authorized or accredited bargaining agent, one by the Union and a third, who shall be the Chairperson of the Arbitration Board, by the ~~two~~ thus appointed. or failing such appointment within ~~two~~ (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour, upon the application of either party.

ARTICLE 60 - SAVINGS CLAUSE

60.01 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.
- (c) 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 61 - EFFECTIVE AND TERMINATING DATES

61.01 Effective and Terminating Dates

- (i) The Agreement shall be effective from **April 1, 2001** and shall remain in force and be binding upon the parties until **March 31, 2004** and from year to year thereafter unless terminated by either party on written notice served during the month of December **2003**.
- (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.

61.02 Effective Date of Wages and Benefits (Retroactivity)

All new wages and benefits shall be effective from date of ratification unless otherwise specified in this Collective Agreement.

ARTICLE 62 -WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

61.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

ARTICLE 63 - PARKING

The Employer agrees to continue to provide free parking in a safe location for all employees.

ARTICLE 64 • RESTRICTED USE OF NON-BIODEGRADABLE MATERIAL

The Employer agrees not to use non-biodegradable or disposable materials except where no substitute exists.

ADDENDUM -CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and **regular** part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement; or
 - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month where **there** is no regular incumbent provided that **such** work cannot **reasonably** be done **by**:
 - (a) regular **employees** working overtime; or
 - (b) assigning regular part-time **employees** to do that work; **or**
 - (c) filling **the position** pursuant to the provisions of Article **15.01(c)**. **For this** purpose, the restriction in those provisions on the payment of **overtime** pay shall not **apply**.
2. Casual employees shall be called in to work in the order of their **seniority** provided **that** they are qualified to work in a job **classification** applicable to **the** work required to be done,

Prior to hiring outside employees to a casual list, the Employer shall **post** a notice in the prescribed manner, indicating **the** availability of casual hours of work in any given **department**.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Articles 14, 15.01 and 19 of the Master Agreement.
4. (a) A **casual** employee who is appointed to **fill** a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which

there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

- (b) Where a position is filled by a casual employee under Section 3 and that position will last more than three (3) months, that casual employee shall be eligible to participate in the many Nations Benefit Plan, provided other plan eligibility criteria are met.

5. Casual employees are entitled to all benefits of the Collective Agreement except the following:

- (1) Article 12 - Probationary Period;
- (2) Sections 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08 and 14.09 of Article 14 - Seniority;
- (3) Section 15.01(c) of Article 15 - Job Postings and Applications;
- (4) Article 18 - Technological, Automation and Other Changes;
- (5) Article 19 - Reduction in the Work Force;
- (6) Article 20.01 - Employer's Notice of Termination;
- (7) Article 21 - Scheduling Provisions;
- (8) Sections 23.09 and 23.10 of Article 23 - Overtime;
- (9) Article 31 - Vacations;
- (10) **Article 32 - Compassionate Leave;**
- (11) **Article 33 - Special Leave;**
- (12) ~~Article 34~~ - Educational Leave;
- (13) Article 35 - Jury Duty,
- (14) Article 37 - Leave - Unpaid;
- (15) **Article 38 - Maternity Leave;**
- (16) **Article 39 - Health Care Plans;**
- (17) **Article 40 - Pension Plans;**
- 18) Article 45 - Severance Allowance.

6. Casual employees shall accumulate seniority on the basis of the number of hours worked.

7. The manner in which casual employees shall be called to work shall be as follows:

- (1) The Employer shall maintain a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their

seniority.

- (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. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called.
- (3) All such 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. In the event of a dispute the Union shall have reasonable access to the log book 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.

8. Casual employees shall not be dismissed except for just and proper cause.

9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

10. (1) **The casual employee seniority list and each classification registry shall be revised and updated every three 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.**

(2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

(3) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy

(a) of the master casual seniority list; and

(b) of each classification registry maintained by the Employer.

11. (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

- (2) 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 of the Collective Agreement.
- (3) 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.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- (1) dividing his/her number of seniority hours by a factor of 7.0 which shall be deemed to be the number of days worked;
- (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
13. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
- (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of 0.714; and then
- (2) to determine the number of seniority hours. multiply the result obtained under subparagraph (1) by a factor of 7.0.
14. (a) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum, Part-Time Employees.
- (b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.

WAGE SCHEDULE

	Apr. 1/01	Apr. 1/02	Apr. 1/03
Housekeeping Janitor	14.75	15.75	16.25
Long Term Care Aide	16.50	17.50	18.00
Community Health Representative	18.80	19.80	20.30
Community Health Representative Program Manager	21.80	22.80	23.30
Receptionist/Travel Clerk	16.50	17.50	18.00
Alcohol and Drug Counsellor	17.00	18.00	18.50
Social Development Administrator	22.43	23.43	23.93
Financial Assistance Worker	17.50	18.50	19.00
Youth Coordinator	17.00	18.00	18.50
Counsellor- Level II	51.00	51.00	51.50
Counsellor - Level I	46.00	46.00	46.50

April 1, 2004 Wage Reopener
April 1, 2005 Wage Reopener

LETTER OF UNDERSTANDING

between

THE SKIDEGATE BAND COUNCIL

and

THE HOSPITAL EMPLOYEES' UNION

RE: COUNSELLORS

The following provisions apply to the Counsellor positions.

1. Professional Development Leave

Counsellors will be entitled to one week of paid professional development leave per year, at the Counsellor's regular number of hours of work, for approved courses, and provided that the purpose and timing of the leave is mutually agreed between the Employer and the Counsellor. Course fees for approved courses will be paid by the Employer.

The Labour-Management committee will meet yearly to identify training opportunities and mutually agree on courses that qualify.

The payment of travel expenses will relate to there being adequate funds in the training budget. The budget allocation to training will be set by the Employer with the assistance of the Labour Management Committee.

2. Professional Association Membership Fees and Liability Insurance Premiums

For any association membership required for the Counsellor **to maintain** his or her professional designation as a Counsellor, Level I or II, ~~the~~ Employer will pay up to \$500 per year for membership fees. The Employer will pay for professional liability insurance premiums for the hours actually worked for the Employer by each counsellor.

3. Counsellor Supplies

The Employer will provide the supplies deemed required for the provision of adequate counselling services. **Should** there be a difference between ~~the~~ Employer and ~~the~~ Counsellors this **matter** will be referred to the Labour Management Committee. if a dispute is not **resolved** by this Committee, ~~the~~ matter may be referred to ~~the~~ Korbin Panel for **mediation or arbitration**.

4. Clinical Supervision

The Employer shall **consult** with the Union on the issue of clinical supervision. However, the Employer retains the final right to determine the appropriate level of the Counsellors.



5. **Hours of Work**

The hours of work for the Counsellor I position shall *not* exceed **28** hours per week.

The Employer will allocate hours of work equally among the counsellors within the Counsellor II and the **Art** Therapist classifications, provided only that the incumbents are competent to perform the type of counselling required.

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

SIGNED ON BEHALF OF THE

Date: _____

Date: _____



LETTER OF UNDERSTANDING

between

THE SKIDEGATE BAND COUNCIL

and

THE HOSPITAL EMPLOYEES= UNION

RE: CHRISTMAS CLOSURE

If the Band Council provides any paid time off to its non-union employees between Christmas and New Year's, then it will provide the same paid time off to the members of the bargaining unit, subject to maintaining essential coverage

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Date: _____

Date: _____



LETTER OF UNDERSTANDING

between

THE SKIDEGATE BAND COUNCIL

and

THE HOSPITAL EMPLOYEES= UNION

RE: ARTICLE 1.03 Complaints Investigator

It is agreed that the Union and the Skidegate Band Council will make every attempt to engage a qualified Complaints Investigator who resides on Haida Gwaii. Once a mutually agreed to Complaints Investigator(s) is named he/she/they shall be accessed prior to contacting Sandra McEwan. If the Haida Gwaii Complaints Investigator(s) are unable or unwilling to deal with the complaint, the complaint shall be referred to Sandra McEwan.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION:

Date: _____

Date: _____



LETTER OF UNDERSTANDING

between

THE SKIDEGATE BAND COUNCIL

and

THE HOSPITAL EMPLOYEES UNION

RE: ARTICLE 8.08 EXPEDITED ARBITRATION

It is agreed that the Union and the Skidegate Band Council will make every attempt to engage a qualified Expedited Arbitrator who resides on Haida Gwaii. Once a mutually agreed to Expedited Arbitrator(s) is named he/she/they shall be accessed prior to going to the list of Expedited Arbitrators listed in Article 8.07. If the Haida Gwaii Expedited Arbitrator(s) are unable or unwilling to deal with the complaint, the complaint shall be referred to one of the Informal Mediators listed in Article 8.08.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION:

Date: _____

Date: _____

**Proposed Agreement
Skidegate Health Board and Hospital Employees Union**

Wage Reopener

	2003*	2004*
Social Development Coordinator	4%	4%
Alcohol & Drug Counselor (Letter of Agreement attached)	2%	2%
All Other Positions**	2%	2%

* The wage increase takes effect on **April 1** of each calendar year, with the increases retroactive to these dates.

** There is no change in the wage rates for Counsellor Level I and Counsellor Level II during the term of the reopener.

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