

COLLECTIVE AGREEMENT

BETWEEN

JOYE MORRIS HEALTH SERVICES INC.

AND

THE BRITISH COLUMBIA NURSES' UNION

Term of Agreement

April 1, 2003 – March 31, 2006

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ARTICLE 1 - PREAMBLE AND DEFINITIONS

1.01 Preamble

- (A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
- (B) For clarity and brevity throughout this Collective Agreement, the term "BCNU" shall be used to describe the British Columbia Nurses' Union and the term "Employer" shall be used to describe Joye Morris Health Services Inc.
- (C) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- (D) Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 36 - Leave - General.)

1.02 Definitions

CERTIFICATION means the Certification awarded by the Labour Relations Board of British Columbia to the British Columbia Nurses' Union.

JMHS means Joye Morris Health Services Inc.

UNION means the British Columbia Nurses' Union.

HEAD OFFICE OF THE UNION means 4060 Regent Street, Burnaby, British Columbia, V5C 6P5.

UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.

STEWARD means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

EMPLOYEE means any person covered by the Certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts) to the British Columbia Nurses' Union. Employee does not include person(s) excluded to this agreement and recorded in Appendix A consistent with the Labour Relations Code.

CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.

YEAR means a period from any given date in one month to the immediately preceding date twelve (12) months later.

CALENDAR DAY means a twenty-four (24) hour period ending at midnight.

SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

DAY SHIFT means a shift in which the major portion occurs between 0630 and 1430 hours.

EVENING SHIFT means a shift in which the major portion occurs between 1430 and 2230 hours.

NIGHT SHIFT means a shift in which the major portion occurs between 2230 and 0630 hours.

TOUR OF DUTY means one or more completed shifts.

TRANSFER means the movement of an employee from one position to another which does not constitute a promotion or demotion.

PROMOTION means a change from an employee's position to one with a higher maximum salary level.

DEMOTION means a change from an employee's position to one with a lower maximum salary level.

COMMON-LAW SPOUSE means two people who have cohabited as spousal partners for a period of not less than one (1) year.

ARTICLE 2 - PURPOSE OF AGREEMENT

2.01

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and her employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality client care, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 General Rights

The management and the operation of the facilities and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

3.02 Employer Policies

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

ARTICLE 4 - UNION RECOGNITION

4.01 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

4.02 Scope of Agreement

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

ARTICLE 5 - UNION SECURITY

5.01 Security

- (A) Employees covered by the Certification who are members of BCNU, shall maintain their membership in good standing as a condition of continuing employment.
- (B) New employees covered by the Certification shall become members of BCNU, and shall maintain membership in good standing in BCNU as a condition of continuing employment.

5.02 Union Deductions

All employees who are covered by the Certificate of Bargaining Authority shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the

amount of each deduction.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

ARTICLE 6 - UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

6.02 Contracting Out

The Employer agrees not to contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this Agreement.

6.03 Employer's Business

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their appropriate salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above. The Employer shall reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods.

6.04 Stewards

(A) Recognition of Stewards

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.

(B) Notification of Change of Stewards

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

(C) Duties and Responsibilities

The duties of stewards include but are not limited to the following:

- (1) investigating complaints of an urgent matter;
- (2) investigating grievances;
- (3) assisting employees in preparing and presenting a grievance in

- accordance with the grievance procedure;
- (4) supervising ballot boxes and other related functions during ratification votes;
- (5) attending meetings called by management;
- (6) accompanying an employee, at her request, to a meeting called by the Employer, where disciplinary action is anticipated;
- (7) meeting with new employees as a group during the orientation program; and
- (8) acting as appointees to the Union/Management Committee.

(D) Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

- (1) have received prior consent from their supervisor before leaving their work station; such consent shall not be unreasonably withheld;
- (2) make every endeavour to complete their business in as short a time as possible; and
- (3) advise their supervisor of their return to the work station.

Stewards shall not interrupt the normal operations of the facility.

6.05 Union Representative Visits

The Union shall inform the Employer in advance, a minimum of 24 hours notice, whenever the designated representatives of the Union intend to visit the Employees' place of work for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the facility.

6.06 Superior Benefits

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits are surpassed by the benefits and/or wages provided in succeeding Agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

6.07 Personnel File

(A) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

(B) Union Representative or Steward Access

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

(C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

6.08 Copies of the Collective Agreement

The Union and the Employer shall share equally in the cost of printing the agreement and sufficient copies shall be provided to both parties for circulation.

6.09 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Collective Agreement and the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk to new employees. Stewards will be advised of the names of the new employees. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.10 List of New and Terminating Employees

The Employer to provide the Union with a list of new and terminated employees specifying the status, position and wage classification level of each employee every three months. (Reference Article 11.04(D)).

6.11 Bulletin Boards

The Employer shall provide adequate space on bulletin boards at each site for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 7 - STRIKES OR LOCK-OUTS

During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good

conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Purpose of the Committee

In order to foster better relations between the parties, the purpose of the Committee shall be discuss matters of mutual concern including matters pertaining to the improvement of quality of client care and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

8.02 Composition of Committee

A Union/Management Committee shall be established at each worksite. Each committee shall be comprised of two (2) members appointed by the Union, and up to two (2) Employer representatives.

8.03 Chair

The Chair of the committee shall alternate between Union and management representatives.

8.04 Meetings

Meetings of the committee shall be called by the Chair within fourteen (14) working days of a request by either party for a meeting. Proposed agenda items shall be distributed at least twenty-four (24) hours in advance of the meeting. All meetings will be held during the committee members' normal working hours.

8.05 Scope of the Committee

The committee shall not have the power to bind the Union or its members, or the Employer, to any decision or conclusion reached in discussion.

The committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or re-negotiation.

ARTICLE 9 - GRIEVANCES

9.01 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

9.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees:

STEP 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with her immediate supervisor.

STEP 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the Employer (or designated nominee who shall be outside the bargaining unit) to discuss and submit the grievance in writing.

Within a further fourteen (14) calendar days of receipt of the written grievance, the Employer (or designated nominee) shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

STEP 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with JMHS or designate. Within a further seven (7) calendar days of the Step 3 meeting, JMHS shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to third party hearing.

9.03 Amending Time Limits

By mutual agreement, the parties to this Agreement may agree to extend any of the time limits specified in this Article.

9.04 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Within fourteen (14) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Within fourteen (14) calendar days of receipt of notice under this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

9.05 General Application Dispute

If a difference of a general nature arises between the Union or its members and the

Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and Step 2 of Article 9.02 shall apply.

9.06 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the employee or Union, that the Employer shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

ARTICLE 10 - ARBITRATION

10.01 Authority of the Arbitration Board

- (A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a Board of Arbitration which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (B) The Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.

10.02 Notification

- (A) The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include names of proposed Arbitrators from the following list:
 - Don Monroe
 - John Hall
 - Emily Burke
 - Rod Germaine
 - Marguerite Jackson

The recipient of this notice shall, within fourteen (14) calendar days, notify the other party of its agreement with one of the proposed arbitrators or alternatively shall propose alternate names for the other party's consideration.

- (B) If the parties fail to agree upon an Arbitrator within fourteen (14) calendar days, either party may request the Director, Collective Agreement Arbitration Branch, to make the appointment.

10.03 Expenses of the Board

Each party shall be responsible for its own expenses and the expenses of the Arbitrator shall be shared equally by the parties.

10.04 Waiver of Time Limits

The time limits prescribed above may be extended by mutual agreement in writing between the Union and the Employer.

10.05 Expedited Arbitration

- (A) The parties may, by mutual agreement, refer the matter to Expedited Arbitration any exclusion request, or outstanding grievance.
- (B) All grievances shall be considered suitable for and resolved by expedited arbitration.
- (C) An Expedited Arbitration decision respecting an exclusion request will be deemed to be an agreement between the parties.
- (D) The following expedited arbitrators shall hear the grievances, within their region and render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

Lower Mainland:	Judi Korbin or Vince Ready
Vancouver Island:	Rod Germaine
Prince George:	Alan Hope
Kamloops:	Marguerite Jackson

Or as mutually agreed by the parties.

- (E) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (F) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (G) Notwithstanding (A) above, either party may remove from the expedited arbitration process any matter at any time prior to the hearing and forward the matter through the usual process.
- (H) The parties shall share equally the costs of the fees and expenses of the arbitrator.

ARTICLE 11 - DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 24 - Work Schedules.)

Employees at the commencement of their employment and at all times shall be kept advised in writing by their Employer into which employee status they belong and their worksite.

11.01 Restriction of Employee Status and Transfer

- (A) The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 - Grievances.
- (B) The employees will not be transferred to a site other than the one indicated in the introduction above. Employees, at their choice, may elect to work at more than one site.

11.02 Regular Full-Time Employees

(A) **Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 25.01 Hours of Work.

(B) **Benefit Entitlement**

Regular full-time employees are entitled to all benefits of this Agreement.

(C) **Seniority**

Regular full-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority - Definition.

11.03 Regular Part-Time Employees

(A) **Definition**

Regular part-time employees are those who are regularly scheduled to work less than full-time hours as provided for in Article 25.01 Hours of Work.

(B) **Benefit Entitlement**

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees to those part time employees who are scheduled to work an average of twenty hours or more per week.. (Reference Article 12 - Anniversary Date and Increments; Reference Article 45 - Medical, Extended Health and Dental coverage, LTD and Group Life Insurance)

(C) **Seniority**

Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority - Definition.

11.04 Casual Employees

(A) **Definition**

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- (1) Sickness relief
- (2) Vacation relief
- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments)
- (5) Temporary workload
- (6) Paid holiday relief
- (7) Overtime owing relief
- (8) Maternity leave relief

(B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion [Reference Article 11.04 (C) (2)].

(C) Letter of Appointment

- (1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's availability for work of a casual nature and notation of any specialist qualifications held by the employee. Further, it shall be noted that this commitment to availability shall be subject to a mutually acceptable revision.

(2) Short Term Availability

Casual employees shall provide monthly availability schedules in writing to the Employer no less than thirty (30) days prior to the start of the month indicating shifts and days when they are not available. It is understood that the purpose of providing such availability is to assist in the operational scheduling of casuals. Where casuals do not make themselves available on shifts they have said they would be available to work, or where they do not stay in contact with the employer, scheduling procedures are frustrated. Consequently, it is agreed that where a casual employee has not accepted work for a period of longer than three months the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

(3) New Qualifications

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained; such information shall be noted on the employee's personnel file.

(4) Orientation

The Employer will provide casual employees with orientation to the facility.

(D) Casual Register

- (1) The Employer shall maintain a master casual register at each site, which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority and the seniority hours.
- (2) Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the worksite.

(E) Procedure for Casual Call-In

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

- (1) Telephone Call-In
 - (a) The Employer shall call a casual for shifts in descending order of seniority for any shifts available in the classification the casual is employed in according to availability submitted and at the number provided by the employee.

Notwithstanding Article 13.01 (A) and (B), for the purpose of telephone call-in on short notice, the employee's seniority shall also include continuous employment within a Correctional Centre up to and including March 31, 2003.

- (b) The Employer shall permit the telephone to ring 8 times (minimum). If the answering machine is reached, a message will be left, and the casual employee shall return the call within 5 minutes, or the next person on the list will be called, and offered the shift.
- (c) All such calls shall be recorded in a logbook showing the signature of the person making the call, the employee called, the time the call was made, whether the employee accepts or declines the invitation or fails to answer the telephone. In the event of a dispute, the Union shall have reasonable access to the logbook, and shall be entitled to make copies.

(F) Wage Entitlement

- (1) Casual employees shall be paid in accordance with the wage schedule.
- (2) Effective April 1, 2003 casual employees shall move to the next

increment step upon completion of 1827 hours worked with the Employer to a maximum of six steps.

A new casual employee who has more than one (1) year experience (1827 hours) shall receive credit for relevant previous experience relating to her classification as follows: one (1) increment step for each year to a maximum of six steps, and provided that no more than two (2) years have elapsed since such experience was obtained.

- (3) Effective April 1, 2004
- (a) A casual employee hired having less than one (1) year experience (1827 hours) shall be placed at the first step of the increment scale.
 - (b) A new casual employee who has more than one (1) year experience (1827 hours) shall receive credit for relevant previous experience relating to her classification as follows: one (1) increment step for each year provided that no more than two (2) years have elapsed since such experience was obtained.
 - (c) The Employer agrees to reassess the increment placement of any casual employee up to and including the ninth step maximum. Reassessment is contingent on the employee providing documentation supporting her relevant previous experience relating to her classification. (Reference Article 12 Anniversary Dates and Increments And Article 49 Previous Experience).
- (4) A regular employee who terminates her employment and is re-employed as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

(G) Benefit Entitlement

- (1) **Grievance and Arbitration**
Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 - Grievances and Article 10 - Arbitration.)
- (2) **Vacation Pay and Paid Holidays**
Casual employees shall receive ten point two percent (10.2%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.
- (3) **Other Benefits**
Casual employees shall be paid any earned shift premium, overtime, on-call, call-back and call-back travel allowance pay and premium pay for work on a paid holiday.

The provisions of Article 50 - Payment of Wages; Appendix B - Wage Schedules; and Article 6.06 Superior Benefits, apply to casual employees.

(H) Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee.

Casual employees shall be entitled to accumulate seniority in accordance

with Article 13.01(B) Seniority - Definition.

(I) **Overtime Pay**

A casual employee shall be entitled to overtime pay in accordance with Article 26.05 in the following circumstances.

- (1) The hours of work in one day exceed either:
 - (a) 7.5 hours on the normal workday shift; or
 - (b) the length of the extended shift offered and accepted.
- (2) For any shifts worked in excess of four (4) consecutive extended shifts.
- (3) For any shifts worked in excess of six (6) consecutive normal work day shifts.
- (4) For any shifts worked in excess of five (5) consecutive shifts where three (3) or more of the five (5) are extended shifts.
- (5) For any shifts worked in excess of six (6) consecutive shifts where four (4) or more of the six (6) are normal work day shifts.

11.05 Probationary Period

Casual employees shall serve a probationary period of 450 hours or 3 months, whichever is greater. No employee shall serve more than one probationary period.

ARTICLE 12 - ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Appendix B - Wage Schedules.

12.02 Anniversary Date

A regular employee's initial date of current employment as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference: Article 6.06 Superior Benefits and Article 12.03 Increments.)

12.03 Increments

- (A) Subject to (B) below a regular employee shall be entitled to increments based on a year length of service subject to Article 36 Leave - General.
- (B) Recognition of past experience for regular employees on staff between April 1, 2003 and March 31, 2004.
 - (1) Effective April 1, 2003 placement of regular employees in the nine-step increment structure shall be based on their increment placement with their previous employer supported with documentation. The employer will round the employee's increment placement to the next higher increment where the employee has worked three quarters of

the year with the previous employer.

- (2) Effective April 1, 2003 regular employees are also eligible to have their increment placement reassessed upwards based on additional previous experience not previously included in placement considerations by this employer or its predecessor. Recognition of previous experience under this provision resulting in additional increments shall be calculated to a maximum of step six subject to the provision of supporting documentation.
- (3) Effective April 1, 2004 placement of regular employees in the nine-step increment structure pursuant to (2) above shall be reassessed based on removal of the six-step maximum thus allowing potential placement up to and including the ninth step.

ARTICLE 13 - SENIORITY

13.01 Definition

(A) Regular Employee

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.

(B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee with the employer and in Corrections. A regular employee who terminates her employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

13.02 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- (A) absence due to an occupational illness or accident recognized as such by the Workers' Compensation Board and as provided for in this Agreement;
- (B) absence due to maternity leave as provided for in this Agreement;
- (C) absence due to any paid leave for the period of the leave;
- (D) absence due to the conduct of Union business;
- (E) absence due to layoffs, for the first twenty (20) work days;
- (F) absence due to a general unpaid leave of absence, for the first twenty (20) work days;

- (G) long term disability

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

13.03 Re-employment

A regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted a leave of absence covering those days absent and shall retain all rights in relation to seniority and other benefits, provided they have not withdrawn their retirement contributions.

13.04 Seniority Lists

- (A) On the last date of the payroll period immediately prior to April 1 and Oct 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within the Union. The lists shall be posted on the Union bulletin board and a copy shall be forwarded to the Head Office of the Unions.

The seniority list shall contain the following information:

- (1) name;
 - (2) status (regular full-time, regular part-time, casual);
 - (3) wage schedule classification;
 - (4) start date;
 - (5) total hours for casuals;
 - (6) job titles;
 - (7) worksite;
 - (8) Social Insurance Number (subject to (B) below).
- (B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance Number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

- (C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

ARTICLE 14 - PROBATIONARY PERIOD

- (A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.

The term "three (3) months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

- (B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- (C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 15 - TERMINATION OF EMPLOYMENT

15.01 Employee Termination

- (A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to the Employer or her designate who shall be outside of the bargaining unit.
- (B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 42.03 (Scheduling of Vacation).
- (C) Provided that twenty-eight (28) days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice

The Employer may waive the written notice as set forth in Article 15.01.

15.03 Notice - Penalty

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc.

15.04 Employer Terminations

- (A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 Resolution of Employee Dismissal or Suspension Disputes.)

Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 - Grievances and Article 10 - Arbitration.)

ARTICLE 16 - EMPLOYEE EVALUATION

16.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

16.02 Employee Rights

- (A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- (B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- (C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personal record with such amendments or deletions that may be requisite.

16.03 Records Removed

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

ARTICLE 17 - VACANCY POSTINGS

17.01 Postings

- (A) The Employer shall post notice of all vacancies describing the position, classification, date of commencement, a summary of the job description, the required qualifications, and the site of the vacancy.
- (B) The Employer agrees to post notices at least fourteen (14) days in advance of the selection.

17.02 Temporary Appointments

- (A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed sixty (60) work days, unless the Union and the Employer mutually agree to extend this time limit.
- (B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such

leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long term appointments.

- (C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

17.03 Posting of Successful Candidate

The Employer shall notify the successful and unsuccessful candidate(s) prior to posting the name(s) of the successful candidate(s). The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s).

ARTICLE 18 - PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created within the bargaining unit, the Employer shall give employees in the bargaining unit, provided there are no employees on lay off, first notice and consideration in filling the vacancy or new position. First consideration will initially go to employees at the site of the vacancy or new position and then to the rest of the JMHS bargaining unit. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by a formal interview and/or assessment. Where the employee within the JMHS bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

18.03 Qualifying Period

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in her new position for a period of ninety (90) calendar days.

If a regular employee is promoted or transferred to a position either within or outside the certification and is found to be unsatisfactory, she shall be returned to her previously held

position.

If a regular employee is promoted or transferred to a position, either within or outside the certification, and finds the position to be unsatisfactory, she shall be returned to her previously held position.

18.04 Orientation and Training

The parties to the Collective Agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation following an orientation checklist. Orientation shall be provided by an experienced and qualified person in the position and area.

Orientation shall include:

- (A) fire and disaster plan
- (B) organizational structure
- (C) relevant policies and procedures
- (D) physical layout of the facility
- (E) duties of the position
- (F) violence policy

Employees required to attend such programs will be paid at the applicable rate of pay.

18.05 Returning to Formerly Held Position

(A) From Outside of Bargaining Unit

A returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.03 Employments in Excluded Positions and Within Other Bargaining Units.)

(B) From Within Bargaining Unit

A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

(C) Other Employees Affected

Any other employee who was promoted or transferred as a result of the promotions or transfers as stated above, shall be returned to her formerly held position under the same terms and conditions as stated in (B) above.

18.06 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of fifty dollars (\$50.00). The maximum rate of

the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day in the position.

18.07 Increment Anniversary Date

A promotion shall not change an employee's increment anniversary date. (Reference Article 12 - Anniversary Date and Increments.)

18.08 Temporary Assignment to a Lower Rated Position

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

18.09 Voluntary Demotion

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

ARTICLE 19 - LAYOFF & RECALL

19.01 Adjustment plan

- (A) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of employees to whom a collective agreement applies,
 - (1) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
 - (2) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (a) consideration of alternatives to the proposed measure, policy practice or change, including amendment of provisions in the collective agreement;
 - (b) human resource planning and employee counselling and retraining;
 - (c) notice of termination;
 - (d) severance pay;
 - (e) entitlement to pension and other benefits including early retirement benefits;

- (f) a bipartite process for overseeing the implementation of the adjustment plan.

- (B) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

19.02 Displaced Employees

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

An employee who is qualified and yet unwilling to do the work shall be laid off.

(A) Displaced Employees

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions:

(1) Vacancies

- (a) Displaced employees shall have first consideration in the selection of vacant or new positions at any site, whether or not such positions have been posted. The selection of the vacant positions shall be in accordance with the principle of seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.
- (b) The Employer shall reassign any remaining displaced employee(s) to a vacant position at that employee's site provided the employee(s) have the capabilities and qualifications to perform the duties of the vacant position.

(2) Bumping

- (a) Displaced employees can elect to bump within 7 days to any position at any of the sites, in line with seniority provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.
- (b) Displaced employees will choose a position to bump into by designating:
 - i) the site
 - ii) the FTE, the junior line in the shift pattern they want to bump into e.g.: days and nights, days and evenings
- (c) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent

positions/bumping placements are known.

- (d) An employee selecting a position under this provision shall be considered a qualifying employee and shall be entitled to orientation. If the employee is found unsatisfactory in the qualifying period, she shall be entitled to one additional access under this provision. If found unsuccessful a second time, she shall be laid off.
- (e) A displaced employee filling a lower rated position shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of a displaced employee choosing to bump rather than accepting a position in her own classification at a different site. Such an employee shall assume the rate of the position into which she bumped.

(3) Layoff

If a displaced employee finds there is no satisfactory position available for her at her site, she may elect lay-off.

(4) Access to Casual Work

A laid off employee may have access to casual work without effecting her status as a laid off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as laid out later in Article 19.04.

19.03 Advance Notice

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

(A) **Regular Full-Time Employees**

Twenty-eight (28) calendar days notice
or
regular pay for twenty (20) work days;

(B) **Regular Part-Time Employees**

Fourteen (14) calendar days notice
or
regular pay prorated up to a full-time equivalent

(C) **Application**

- (1) service with a previous employer shall not be included as service for the purpose of this article.

- (2) the period of notice must be for the time scheduled to be worked and must not include accrued vacation.

19.04 Benefits Continue

- (A) Employees with one (1) or more years of service who are laid off shall accrue benefits for twenty (20) workdays and shall have their length of service benefits maintained for the balance of a one (1) year period of time. (Reference Article 36 - Leave - General.)
- (B) Employees with less than one (1) year of service but more than three (3) months of service who are laid off shall not accrue benefits for twenty (20) work days but shall have their length of service benefits maintained for a one (1) year period of time.
- (C) Probationary employees who are laid off shall not accrue benefits for twenty (20) work days but shall have their length of service benefits maintained for three (3) months.
- (D) For the first twenty (20) work days of layoff as expressed in (A) above, the Employer shall continue to pay all premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid off may continue to be insured under the above named plans upon payment of the appropriate Employer's portion of the premium to their Employer at such times as may be required pursuant to the said plan(s).

19.05 Recall

- (A) Should regular vacancies occur following layoff, those employees on lay off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.

Laid off employees may decline recall to one regular position without affecting their lay off status.

- (B) The Employer shall give seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.

Laid off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

- (C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.

- (D) If no employee on lay off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid off have been given first option of recall.
- (E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.03 and shall be entitled to orientation as specified in Article 18.04. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one (1) year.

19.06 Recall Period

Post probationary employees who are laid off beyond a one (1) year period of time shall be deemed to be terminated. Probationary employees who are laid off beyond a three (3) month period of time shall be deemed to be terminated.

19.07 Leaves of Absence

Employees on a leave of absence are not subject to layoff until completion of such leave.

ARTICLE 20 - TECHNOLOGICAL CHANGE, AUTOMATION

20.01 Technological Policy

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

20.02 Technological Displacement

(A) Employee Notified

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

(B) Union Notified

- (1) The Employer shall notify the Union twenty eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- (2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 - Arbitration.

20.03 Wages on Reassignment

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

20.04 Layoff Due to Technological Change

When it is necessary to reduce staff due to technological change, the layoffs shall be done in accordance with the provisions of Article 19 - Layoff and Recall.

ARTICLE 21 - CREATION OF NEW CLASSIFICATION

21.01 Employer Notice

If the Employer creates a new position not included in Appendix B - Wage Schedules, it shall establish the wage structure and then give written notice to the Union of such wage structure and shall advise the Union of its intent to implement the new classification.

21.02 Implementation

- (A) If the Union fails to object in writing within twenty eight (28) calendar days of receipt of the notice from the Employer the wage structure shall be considered as established.
- (B) If the Union objects to the wage structure established by the Employer and by negotiation succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employee's date of employment in the new position.
- (C) Failing resolution of the matter by negotiation, within a further twenty eight (28) calendar days of receipt of the notice from the Employer, the matter may be referred to arbitration in accordance with Article 10 - Arbitration. The Arbitration Board decision shall be effective retroactive to the employee's date of employment in the new position, and shall be final and binding on both parties.

ARTICLE 22 - CHANGE IN CLASSIFICATION

22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall establish the wage structure and then give written notice to the Union of such change in job content and the proposed wage structure.

22.02 Implementation

- (A) If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer the wage structure shall be considered as established.
- (B) If the Union objects to the wage structure established by the Employer, and through negotiations succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.
- (C) Failing resolution of the matter by negotiation, within a further twenty eight (28) calendar days of receipt of the notice from the Employer, the matter shall be referred to arbitration in accordance with Article 10 - Arbitration. The Arbitration Board decision shall be effective retroactive to the date of the change in the job content by the Employer and shall be final and binding on both parties.

ARTICLE 23 - JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

ARTICLE 24 - WORK SCHEDULES

24.01

The Employer shall develop a master work schedule and assign regular employees to a position on the master work schedule.

Work schedules will be written in ink and shall be posted at least fourteen (14) calendar days in advance and will be for a minimum period of twenty-eight (28) days.

- (A) In the event that any such employee's schedule of hours is changed without forty-eight (48) hours advance notice, and if such change is the result of another employee utilizing a benefit provided for by the provisions of the Agreement, such as sick leave, bereavement leave, or for reason attributable to another employee, the employee will receive a premium of \$0.85 per hour for work performed in the first shift to which they changed, in addition to their regular pay.
- (B) In the event that any such employee's schedule of hours of work are changed after the hours of work schedule has been posted, and if such change in schedule is the result of indiscriminate rostering by the employer the employee shall receive pay at overtime rates for work performed on the shift to which they changed.

24.02

- (A) Staff work schedules, whenever possible, will be determined by mutual agreement between the Employer and the employees.
- (B) A regular employee will not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed by the Employer.
- (C) Work schedules may take the form of either three shift, two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the Union. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled workdays.

- (D) Except by agreement under A above each regular employee shall receive two clear off duty shifts when changing shifts and at least forty eight (48) hours off duty after completing a tour of nights.
- (E) Except by agreement in A above and provided that there is no extra cost to the employer, the Employer agrees each regular employee shall receive an average of not less than three weekends off in each nine week period. For the purposes of this article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday.
- (F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty.

24.03 Three Different Shifts Worked

- (A) Regular full-time employees will not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless the facility's operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than operational circumstances will be paid time and one-half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
- (B) If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period, and if the employee works on a statutory holiday as the third shift change of the three (3) different shifts, then unless this arrangement is requested by the employee, the employee will be paid at the rate of time and one-half (1.5) times the appropriate statutory holiday rate for all hours worked on such statutory holiday.
- (C) Regular employees who are required to work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

24.04 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

- (A) prior approval of such exchange is given by the employee's immediate supervisor; and,
- (B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

24.05 Extended Work Day/Modified Work Week

Variations to this Article to provide for extended work days/modified work weeks are contained in the Extended Work Day/Modified Work Week Memorandum attached to and forming part of this Agreement.

24.06 Compensation for Statutory Holidays, Overtime, Call-In and Call Back

- (A) Whenever there are provisions made for compensation for statutory holidays, overtime, call-in, and call back, the employee may elect to receive that portion of the compensation which is in excess of basic salary, as cash or time off.
- (B) When an employee elects to take such compensation as time off, as per Articles 26, 28 and 38, the employee may accumulate such time so that on any given date the employee may have an accumulation of not exceeding 15 days of regular scheduled hours of work or 105 hours, whichever is less. Anytime an employee exceeds this amount subsequent overtime will be taken as pay.
- (C) An employee may elect at any time upon reasonable notice to convert their accumulation of time or a portion thereof of cash.
- (D) An employee may elect to take their accumulated time or a portion thereof at a mutually agreed time.
- (E) Compensation for surplus time shall not be counted as part of the annual working hours.

ARTICLE 25 - HOURS OF WORK, MEAL PERIODS, REST PERIODS

25.01 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is the equivalent to an average of 35 hours per week. Due to varying lengths of the calendar and the work years and the varying time that employees may begin and end their work schedules, an individual employee may not work exactly the annual hours, however, all work schedules shall be based on an average of 1827 hours. A week shall be deemed to be any seven consecutive calendar days.

25.02 Consecutive Hours of Work

The daily hours of work for each employee shall be consecutive unless otherwise provided in the Memorandum of Understanding.

25.03 Meal Periods

- (A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period.

- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
 - (1) the employee is scheduled to work a seven and one-half (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven and one-half (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
 - (2) the employee is scheduled to work a seven and one-half (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven and one-half (7.5) hour shift, then the employee shall receive seven and one-half (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
 - (3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
- (C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- (D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 26 - Overtime.

25.04 Rest Periods

Employees working a full shift shall receive one (1) fifteen (15) minute rest period in each half (.5) of the shift. Employees working less than a full shift and a minimum of four (4) hours shall receive one (1) fifteen (15) minute rest period.

25.05 On-Call Time

Hours of work shall not include on-call time.

ARTICLE 26 - OVERTIME

26.01 Definition

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 25.01 Hours of Work and the Extended Workday Memorandum.

26.02 Authorization

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to

the employee.

26.03 Employee's Right to Decline Overtime

(A) General Rights

Employees may decline to work overtime, except in emergency conditions, without being subject to disciplinary action.

(B) Double Shift and Work on a Scheduled Day Off

A regular employee may be requested by the Employer to work on only one (1) of her scheduled days off per week, or to work a double shift. The decision to work the scheduled day off or the double shift remains with the employee.

26.04 Application

A record shall be kept of authorized overtime worked by each employee, which at the option of the employee, shall be taken as time off, or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

26.05 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

(A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:

- (1) for the first two (2) hours in excess of seven (7) hours in one (1) day;
- (2) for the first seven (7) hours in excess of thirty-five (35) hours in one (1) week.

(B) Overtime at the rate of double (2) time shall be paid on the following basis:

- (1) for all hours in excess of nine (9) hours in one (1) day;
- (2) for all hours in excess of forty-two and one-half (42.5) hours per week;
- (3) for all hours worked on an employee's scheduled day off.

(C) Overtime at the rate of time and a half (1.5) times the appropriate holiday rate shall be paid on the following basis:

- (1) for all overtime hours worked on a calendar paid holiday;
- (2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than ten (10) calendar days notice.

- (D) Where an employee is working an extended day in accordance with Article 24.05, daily overtime shall not commence until the employee has completed the normal daily hours of work for the modified schedule and the provisions of (A)(2) and (B)(2) above will not apply.

ARTICLE 27 - SHIFT PREMIUM

27.01 Application

An employee shall be paid a shift premium for every evening and night shift when one-half (.5) or more than one-half (.5) of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked in conjunction with the evening or night shift.

27.02 Shift Premium

The evening shift premium shall be one dollar and fifteen cents (\$1.15) per hour. The night shift premium shall be one dollar and twenty-five cents (\$1.25) per hour.

ARTICLE 28 - ON-CALL, CALL-BACK AND CALL-IN

28.01 Definitions

- (A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.
- (B) Call-back means the period during which an employee is scheduled off-duty and is either:
 - (1) on-call and reports to duty at the Employer's request, or
 - (2) is not on-call and returns to duty, at the Employer's request, after the completion of her shift.
- (C) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

28.02 Application

During the time the employee is receiving call-back pay, the on-call premium shall not apply.

28.03 On-Call

(A) Premium

An employee on call shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for the first 72 hours on call in a calendar month. Thereafter, the employee shall receive three dollars (\$3.00) per hour.

(B) On-Call Limited

Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

28.04 Call-Back

(A) Compensation

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 26.05 for each separate call-back.

28.05 Call-Back Travel Allowance

An employee called back to work shall receive an allowance of forty point nine cents (\$0.409) per kilometre with a minimum of two dollars (\$2.00) for each round trip.

28.06 Call-In

A regular or casual employee reporting to work at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

28.07 Insufficient Off-Duty Hours

If an employee works overtime immediately following her regular shift or is called back to work, and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her next shift until she has received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise her supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

ARTICLE 29 - RESPONSIBILITY PAY

A general duty nurse designated in charge of the worksite shall be paid an allowance of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 30 - NON-DISCRIMINATION

30.01 Non-Discrimination

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia and the Charter of Rights and Freedoms.

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

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on the basis of sexual orientation.

The Union and the Employer recognize the right of employees to work in an environment free from any harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in any harassment at the work place.

30.02 Harassment

(A) Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

Sexual harassment means sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

(B) Personal Harassment

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or for reason of membership or activity in the Union. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

30.03 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (A) An employee who complains of harassment can do so by filing a grievance at step 2 of the grievance procedure and/ or Human Rights complaint.
- (B) The Employer's policy shall be consistent with this Article.
- (C) The Employee may have Union representation at any point of the process.
- (D) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

31.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the joint Occupational Health and Safety Committee in promoting a safe and healthful workplace.

Consequently, the Employer agrees that it shall either endeavour to obtain a commitment from Corrections that will allow a bargaining unit member to sit on Occupational Health and Safety Committee for the institution or it shall establish a Joint Occupational Health and Safety Committee at each site for the Employer covered by this Collective Agreement.

The parties agree that a Joint Occupational Health and Safety Committee shall be established at each site for the Employer covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

Employees shall be paid the appropriate rate of pay for participation in and work on the committee.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

The Employer agrees to provide or cause to be provided to Employer members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfill those duties competently.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfill those duties competently.

Such training and orientation shall take place within six (6) months of taking office.

31.02 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees elect to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse affect on the employee's health.

31.03 Safe Workplace

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.
- (B) Employees participating in orientation, education and/or in-service will be paid at the appropriate rate of pay.

31.04 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employees' physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence until maternity leave commences.

31.05 Provision for Immunizations

- (A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee and at the employees request.
- (B) Employees who may be or are exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

31.06 Workload

- (A) An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to expedited arbitration who shall:
 - (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written recommendations to resolve the differences.

ARTICLE 32 - LEAVE - COMPASSIONATE

32.01 Application

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

32.02 Leave - With Pay

Compassionate leave of absence with pay shall be granted for three (3) work days.

Up to two (2) additional days with pay shall be granted for traveling time when this is warranted in the judgment of the Employer.

32.03 Leave - Without Pay

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay.

ARTICLE 33 - LEAVE - COURT APPEARANCE

- (A) Time spent at court by an employee in her official capacity shall be at her regular rate of pay.

- (B) A regular employee who is required by law to serve as a juror shall be granted an unpaid leave of absence for the duration of the court duty.
- (C) In cases where an employee's private affairs have occasioned a court appearance such leave shall be without pay.
- (D) A regular employee who works nights or who are on days off and who are subpoenaed as a witness in any court, shall at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to the preceding subsections (A), (B) and (C)
- (E) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 34 - LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

34.01 Transfer of Function

Where the Employer has agreed to a transfer of function, it will be the responsibility of the Employer to provide in-service programs/training to all nurses required to perform the function.

Employees required to attend such programs will be paid at the applicable rate of pay.

34.02 In-Service Programs

The parties to this collective agreement recognize the value of in-service education both to the employee and the Employer.

- (A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- (B) Employees required to attend such programs will be paid at the applicable rate of pay.

34.03 General Education Programs

(A) Employer Requested Leave

An employee shall be granted leave with the applicable rate of pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, necessary traveling and subsistence expenses. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

An employee granted study time to obtain an OFA certification shall receive fifteen hours at time and one half.

(B) Duration and Expenses

Leave of absence and reasonable expenses with pay shall be granted for education programs subject to the approval of the Employer.

(C) Employee Requested Leave

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed five (5) days of Employer contribution in any one year.

(D) Leave on Day Off

Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

ARTICLE 35 - LEAVE - ELECTIONS

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

ARTICLE 36 - LEAVE - GENERAL

36.01 Application

An employee granted an unpaid leave of absence totalling less than twenty-one(21) work days in a calendar year shall continue to accumulate all benefits. Any excess over twenty (20) work days in any calendar year shall be deducted from the length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon between the Union and the Employer.

36.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the Employer (or designated representative), and may be granted at the Employer's discretion. Reasonable notice of at least ten (10) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

36.03 Increments

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 - Anniversary Date and Increments.)

ARTICLE 37 - LEAVE - PARENTAL

37.01 Natural Mother

(A) Maternity Leave

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(1) Benefits

- (a)** For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 36 Leave - General.
- (b)** For the balance of a seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) Parental Leave

Within the fifty-two (52) week leave period granted under 37.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(1) Benefits

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Special Circumstances

- (1)** An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (A) above. A request for special circumstances leave pursuant to Article 37.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- (2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- (3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 37.01 is limited to sixty-three 63 weeks.
- (4) **Benefits**
For additional leaves arising from subsections (C)(1) or (2) above, the service of an employee shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) Additional Leave

Any further leave granted beyond the allowable leave periods of Article 37.01(A), (B), or (C), will be unpaid leave without any benefits.

- (E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
- (F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.
- (G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.
- (H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

37.02 Natural Father

(A) Parental Leave

On four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

- (1) **Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 36 Leave - General.
- (b) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(1) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

37.03 Adoptive Parents

(A) Adoption Leave

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

(1) Benefits

- (a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 36 Leave - General.
- (b) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan

beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

- (c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 36.01 Leave - General

(B) Parental Leave

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay

(1) Benefits

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 36 Leave - General.
- (b) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(1) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

37.04 Return To Employment

An employee resuming employment after a maternity, adoption or parental leave of

absence shall be reinstated in all respects to her previous position or to a comparable position, with all increments to wages and benefits to which she would have been entitled during the period of her absence.

37.05 Bridging of Service

If a regular employee, who is employed for an Employer as defined in Article 1.02 terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- (A) The employee must have completed three (3) years of service with the Employer.
- (B) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- (C) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more an six (6) months cumulative.
- (D) This bridging of service will apply to an employee who is employed by an Employer party to this Agreement and applies for and receives a regular position at the same worksite.
- (E) The employee must serve a three-month probationary period.
- (F) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

ARTICLE 38 - LEAVE - PAID HOLIDAYS

38.01 Paid Holiday Entitlement

Each regular employee shall receive a day off, on or for the following paid holidays and any other general holiday proclaimed by the Federal or Provincial Government:

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

38.02 Payment for Paid Holidays

- (A) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.

- (B) Regular part-time employees shall receive a prorated amount of pay for each day off for the aforementioned paid holidays.

38.03 Work on a Paid Holiday

(A) Regular Employee

- (1) A regular employee required to work Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first seven (7) hours work in the day, provided that Articles 26.05, 28.04, and 38.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (.5) or more than one-half (.5) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

- (2) Super Stats

Regular employees who are required to work on Christmas Day and New Year's shall be paid at the rate of two and one-half (2.5) times for the first seven (7) hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (.5) or more than one-half (.5) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

(B) Casual Employees

A casual employee who works on a paid holiday listed in Article 38.03 A (1) shall be paid two times her rate of pay. A casual employee who works on a paid holiday listed in Article 38.03 A (2) shall be paid two and one half times her rate of pay.

38.04 Premium Rates of Pay

(A) Overtime

Overtime at the rate of time and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 26.05 Overtime Pay Calculation.)

(B) Call-Back

Call-back pay at the rate of time and one-half (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 28.04(A) Call-Back on a Paid Holiday.)

(C) **Three Different Shifts Worked in Any Seven Consecutive Days**

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 38.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid time and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.

(D) **Changes in Schedule with Insufficient Notice**

Should the Employer change the work schedule without twenty-one (21) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

38.05 Paid Holiday Coinciding with a Rest Day

Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay.

38.06 Paid Holiday Coinciding with a Vacation

Where a paid holiday falls within a regular employee's vacation, the employee shall receive an additional day off with pay.

38.07 Scheduling of Paid Holidays

(A) **Application**

Subject to operational requirements reasonably applied, days in lieu of paid holidays whenever possible shall be scheduled for a time which is mutually agreeable to the Employer and the employee concerned.

(B) **Christmas Day or New Year's Day**

A regular employee shall receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer. Each year the day off shall alternate unless the Employee agrees to work the same one as the previous year.

ARTICLE 39 - LEAVE - PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 36 - Leave - General.)

ARTICLE 40 - LEAVE - STIP (SHORT TERM ILLNESS PLAN)

40.01

Regular employees shall be covered by the Short Term Illness and Injury plan (STIP). The plan provided for by the Employer shall cover seventy-five per cent (75%) wage coverage commencing day one (1st) of accident or hospitalization and day three (3rd) for sickness.

40.02 Proof of Sickness

STIP is only payable because of sickness or injury and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive workdays.

40.03 Benefits Accrue

When an employee is on STIP all benefits of this Agreement shall continue to accrue.

40.04 Notice Required

Employees must notify the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness.

40.05 Absence Due to Sickness

Employees who are absent due to sickness or injury shall be placed on an unpaid leave of absence for any period not covered by STIP until they are in receipt of either short-term illness benefits or LTD benefits. (Reference Article 36 - Leave - General.)

40.06 Leave - Workers' Compensation

(A) Entitlement to Leave

Notwithstanding Article 40.01, 40.02, 40.03 and 40.04 where an employee shall be granted Workers' Compensation leave without pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury, which occurred while employed by the Employer. The term "claim" will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

(B) Benefit Entitlement

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. For the first twenty (20) workdays on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) workdays, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

(C) **Approval of Claim**

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay if the employee repays the sick pay received from the Employer.

(D) **Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

(E) **Emergency Appointments**

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation shall be paid for from the employee's accumulated sick leave.

40.07 Appointments

- (A) Subject to operational requirements, and upon at least eight (8) days notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off duty hours.
- (B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

40.08 Sick or Injured prior to Vacation

In the event an employee is sick or injured prior to the commencement of her vacation, such employee shall be granted STIP and the vacation period so displaced shall be added to the vacation period if requested by the employee and agreed to by the Employer, or the time shall be credited for use at a later date.

40.09 Voluntary Treatment

While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to STIP to the extent that STIP is available. Where STIP is not applicable an employee shall be granted unpaid leave of absence for such attendance.

40.10

A Return to Work Program consistent with that outlined in Article 45.05 shall also apply to employees other than LTD recipients.

ARTICLE 41 - LEAVE - UNION

An employee on an unpaid union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this Article will provide the Employer with as much advance notice as possible of the dates of the leave.

A leave of absence without pay shall be granted to an employee who is a member of the BCNU and who is:

- (A) A BCNU Council member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council and shall include reasonable travel time.
- (B) Either elected or appointed to represent BCNU and/or a region at annual or special conventions of the Union.
- (C) A member of the Union's negotiating committee. Such leave (including traveling time) shall be granted to attend preparatory negotiating meetings. Leave with pay shall be granted in order to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.
- (D) Selected by the Union or its members as a delegate to attend the Provincial Wage and Policy Conference.
- (E) Selected by the Union or its members as a delegate to attend a Regional Wage and Policy Conference.
- (F) Appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to operational requirements. Such leave shall not be unreasonably withheld.
- (G) Union leave shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 36.
- (H) An employee who holds the position of full-time President with the Union shall be granted a leave of absence without pay for the period during which she holds the position.
- (I) A member who attends regional meetings or any educational session deemed appropriate by BCNU.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD

while the employee is on leave and BCNU will reimburse the Employer for the costs of such benefits.

The employee shall be entitled to return to her former position with the Employer, and shall be provided with an adequate period of orientation upon her return to work.

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

ARTICLE 42 - LEAVE - VACATION

42.01 Vacation Entitlement

- (A) Regular employees shall be entitled to vacation leave based on length of service.
- (B) April 1st shall be the cut-off date for the annual accrual of vacation entitlement.
- (C) Regular employees shall be entitled to a vacation away from work when the qualifying year(s) of service are attained before April 1, as follows:

20 work days after 1 year of continuous service
20 work days after 2 years of continuous service
20 work days after 3 years of continuous service
20 work days after 4 years of continuous service
20 work days after 5 years of continuous service
21 work days after 6 years of continuous service
22 work days after 7 years of continuous service
23 work days after 8 years of continuous service
24 work days after 9 years of continuous service
25 work days after 10 years of continuous service
26 work days after 11 years of continuous service
27 work days after 12 years of continuous service
28 work days after 13 years of continuous service
29 work days after 14 years of continuous service
30 work days after 15 years of continuous service
31 work days after 16 years of continuous service
32 work days after 17 years of continuous service
33 work days after 18 years of continuous service
34 work days after 19 years of continuous service
35 work days after 20 years of continuous service

Where an employee's regularly scheduled work day is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

- (D) Regular employees with less than one (1) year service on the April 1 cut-off date shall receive vacation leave calculated as follows:

Hours paid* excluding overtime

$\frac{\text{to March 31 (inclusive)}}{1827} \times \text{yearly vacation entitlement}$

* Includes leave without pay up to twenty (20) work days. (Reference Article 36 - Leave - General.)

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the vacation year of April 1st to March 31st for the time to be taken, then the employee shall be paid out for the time owing at March 31st in each year. Application of the foregoing shall not be governed by the provisions of Article 42.03 Scheduling of Vacation.

42.02 Vacation Pay Calculation

(A) Regular full-time employees shall receive regular pay for the vacation entitlement.

(B) Regular part-time employees shall be paid according to the following:

$\frac{\text{Hours paid * excluding overtime to March 31st (inclusive)}}{1827} \times \text{vacation entitlement} \times \text{regular pay}$

* Includes leave without pay up to twenty (20) work days. (Reference Article 36 - Leave - General.)

(C) Termination

(1) When a regular employee with more than twelve (12) months service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article. Such vacation entitlement shall be calculated as follows:

$\frac{\text{Hours paid* excluding overtime to March 31st (inclusive)}}{1827} \times \text{yearly vacation entitlement}$

+ (plus)

$\frac{\text{Hours paid* excluding overtime from April 1 in the vacation year entitlement to the date of termination (inclusive)}}{1827} \times \text{yearly vacation entitlement}$

* Includes leave without pay up to twenty (20) work days. (Reference Article 36 - Leave - General.)

(2) When a regular employee with less than twelve (12) months service terminates employment, the employee shall be paid, as vacation pay,

six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.

42.03 Scheduling of Vacation

- (A) The Employer shall permit annual vacations to be taken during the entire vacation year.
- (B) The scheduling of vacations shall be subject to operational requirements.
- (C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year.
- (D) The Employer shall respond to all vacation requests within two weeks.
- (E) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- (F) An employee may take her full annual entitlement of vacation at any time throughout the year. Employees who terminate part way through the vacation year and who have taken more of vacation than earned according to the formula in Article 42.02 will have unearned vacation taken repaid to the Employer.
- (G) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

Notwithstanding Article 13.01 A and B for the purposes of Scheduling of Vacation, the employees' seniority shall also include continuous employment within a Correctional Centre up to and including March 31, 2003.

- (H) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer; however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees have made their first choice of vacation time.

42.04 Vacation Entitlement Earned During Vacation

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

ARTICLE 43 - LEAVE SPECIAL

DEFINITION

For the purposes of Article 43 "immediate family" means spouse, parent, child, brother, sister, father in-law, mother in-law including the father and mother of a same sex partner; or a relative who permanently resides in the employee's household or with whom the employee permanently resides.

43.01 Her Majesty's Forces

Where an employee is required to take annual training with Her Majesty's reserve forces, special leave shall be granted without pay.

Where an employee makes application to attend, as a delegate, meetings of service associations related to Her Majesty's Forces or the conference of the defence associations, special leave may be granted without pay.

Where an employee makes application to take a prescribed course of training for the purpose of qualifying for a higher rank in the reserve forces special leave for the purpose may be granted; such special leave to be without pay.

Employees shall be granted leave of absence from the Employer in order to serve with Her Majesty's forces or with an allied force on active duty and shall on their return to the employ of the Employer return to their former classification and shall have all time served with the Armed Forces credited as if it were time served with the Employer.

43.02 Civil Emergency

Employees summoned to control a forest fire, flood, or other civil emergency will be granted an unpaid leave of absence.

43.03 Household Emergency

Where there is a serious household or domestic emergency an employee shall be granted necessary time off without loss of basic pay, in order to make suitable arrangements. Such leave will be limited to a maximum of one day at any one time, and on not more than three occasions per calendar year. The Employer may grant additional leave with or without pay, as the occasion merits. The employee may be required to provide supporting evidence under such circumstances.

43.04 Family Illness

An employee is entitled, after notifying their supervisor, to a maximum of three consecutive days without loss of pay at any one time to care for an ill member of the immediate family. The Employer reserves the right at any time to call for a report by a physician.

43.05 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

- (A) Attend wedding of employee's child - one day
- (B) Birth or adoption of the employee's child - two days
- (C) Moving household furniture and effects - one day

- (D) Attend funeral as pall-bearer or mourner - maximum one-half day
- (E) Attend their formal hearing to become a Canadian citizen - one day
- (F) Marriage of the employee - three days
- (G) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - one day per calendar year.

Two weeks notice is required for leave under (A), (C), (E) and (F).

For the purpose of (A), (C), (D), (E), and (G) leave with pay will be only for the workday on which the situation occurs.

For the purpose of determining eligibility for special leave under (3) an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (3) on two occasions within the preceding twelve (12) months.

43.06 Special Leave Limitation

For leave provided in Clause 43.03 (Household Emergency), 43.04 (Family Illness), and 43.05 (Special Leave) the maximum length specified for each circumstance shall not be exceeded; however, a leave may be granted more than once for the same circumstance within a calendar year provided that the total of such leaves do not exceed seventy (70) hours per calendar year, unless additional special leave is approved by the Employer.

Regular part-time employees shall be entitled to leave with pay pursuant to Clauses 43.03, 43.04, and 43.05 providing the total days on which leave is required does not exceed 10 working days per year. Pay for such day(s) where leave is required shall be on a pro-rata basis.

ARTICLE 44 - PROFESSIONAL MATTERS

44.01 Leave

- (A) Elected or appointed officials shall be given leave of absence without pay in order to attend short monthly, special membership, or executive meetings of the professional association(s)/college(s). This will be determined by operational requirements, and local management receiving advance notice of not less than 48 hours. The term "short" shall be deemed to apply to periods not exceeding 90 minutes.
- (B) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the national professional associations(s) or their successor organization(s). Time allotment shall be the number of days of the meeting and conference(s) plus reasonable traveling time. The employee will be entitled only to the time they actually require and may be required to substantiate their claim.
- (C) Leave of absence without pay shall be granted to employees to attend the

annual meeting and conferences of each of the provincial professional association(s)/college(s). Time allotment shall be the number of days of the annual meeting and conference(s) plus reasonable traveling time actually required. They may be required to substantiate claims.

- (D) Leave of absence without pay shall be granted to employees for attendance at meetings of which the prime function it is to carry out the duties required by the legislation governing registered nurses and registered psychiatric nurses.
- (E) Leave of absence with basic pay shall be granted for attendance at professional meetings established by Corrections or at the Employer direction.
- (F) Employees who are elected to the board of their professional association/college will be granted time off without pay including reasonable travel time to attend regular or special meetings of their board.
- (G) Leave of absence without pay shall be granted for attendance at other professional meetings not exceeding one week.
- (H) Consideration of leaves requested under this Article shall be determined by operational requirements and the Employer receiving advance notice of not less than 96 hours.

44.02 Allowance

The Employer will reimburse each regular full time employee who has completed his/her probationary period their annual licensing fee to a maximum of \$200, prorated for regular part time employees upon application and presentation of a receipt.

ARTICLE 45 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

(All provisions under Article 40 and 45 are to be effective July 1, 2004; in the interim all current terms and conditions are to continue)

45.01 Medical Coverage

- (A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred per cent (100%) of the premium.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the medical plan is a condition of employment for regular employees who an average of twenty hours per week or more and who are not members or dependents of members of another approved medical plan.

- (D) The medical plan becomes effective as follows:
 - (1) Employee start date is between the 1st and 15th of the month; the plan becomes effective the 1st of the month following two months of after the date of hire.
 - (2) Employee start date is between the 16th of the month; the plan becomes effective the 1st of the month following three months after the date of hire.

45.02 Extended Health Care Coverage

- (A) The Employer shall pay one hundred per cent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under a Group Insurance Plan mutually acceptable to the Union and the Employer.

The plan shall include coverage for but not be limited to

- (1) eye glasses/contact lenses - \$250.00 every 24 months
 - (2) expenses for the purchase and maintenance of a hearing aide up to a maximum of five hundred dollars per person in each three year period
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the extended health care plan is a condition of employment for regular employees who an average of twenty hours per week or more and who are not members or dependents of members of another approved extended health care plan.
- (D) The extended health care plan becomes effective on the first of the month following three months after the date of hire.

45.03 Dental Coverage

- (A) The Employer shall pay one hundred per cent (100%) of the monthly premium for dental coverage under a dental plan mutually acceptable to the Union and the Employer which provides:
 - (1) Basic Services -100%
 - (2) Major Reconstructive - 60%
 - (3) Orthodontic - 60% with orthodontic services subject to a lifetime maximum of \$2750.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the dental plan is a condition of employment for regular employees who work an average of twenty hours per week or more and are not members or dependents of members of another approved dental plan.

- (D) Coverage under the dental plan becomes effective on the first of the month following three months after the date of hire.

45.04 Dependents

An eligible dependent for the purposes of Articles 45.01, 45.02 and 45.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

45.05 Long-Term Disability Insurance Plan

- (A) The Employer shall pay one hundred per cent (100%) of the premium for basic coverage under a mutually agreeable Long Term Disability Insurance Plan including but not limited to the following:

The terms of the plan to include:

- (1) coverage to begin the 18th week of illness or disability
- (2) salary reimbursement at the rate of sixty six and two thirds percent
- (3) rehabilitation and incentive provision to promote early safe return to work
- (4) coverage for two years for same occupation and thereafter any occupation until age 65.
- (5) no termination while on long term disability
- (6) no cost to the employee to maintain coverage for extended health, dental, group life and long term disability.

Employees may elect to take higher coverage in the existing plans at their cost.

- (B) Coverage becomes effective on the first of the month following three months after the date of hire.
- (C) Membership in the long-term disability plan is a condition of employment for regular employees who work an average of twenty hours per week or more.

45.06 Group Life and Accidental Death and Dismemberment Insurance Plan

- (A) **Premiums**

The Employer shall pay one hundred per cent (100%) of the premium for the Group Life Insurance Plan.

- (B) **Eligibility/Benefits**

The plan shall apply to employees on the first of the month following three months after the date of hire. Membership in the long-term disability plan is a condition of employment for regular employees who work an average of twenty hours per week or more.

The plan shall provide a mutually acceptable group life plan with benefits in the amount of fifty thousand (\$50,000) dollars and standard death and dismemberment insurance.

45.07 Retirement Pension Plan

The Employer shall provide for a retirement scheme as outlined in Appendix C.

45.08 Compulsory Retirement

The compulsory retirement age for employee's working in a Correctional Centre is 60 years of age. An employee can submit for an annual extension. Annual extensions shall be granted up to 65 years of age subject to any Employer request to demonstrate satisfactory proof of fitness to work. Satisfactory proof of fitness shall be demonstrated by providing a letter from the employees' physician indication that the employee is fit to work in a Correctional Centre environment.

The cost of providing such a letter from the employees' physician shall be borne by the Employer.

ARTICLE 46 - WORKERS' COMPENSATION

All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 40 - Leave - STIP.)

ARTICLE 47 - UNEMPLOYMENT INSURANCE

47.01 Coverage

Eligible employees shall be covered by the Employment Insurance Act or succeeding Acts.

47.02 Rebates

Premium rebates given by the Employment Insurance Commission, if received by the Employer, shall be paid directly to the employees by the Employer.

ARTICLE 48 - EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

- (A) Exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and
- (B) Assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 49 - PREVIOUS EXPERIENCE

49.01 Regular Employees

When a new employee is employed, salary recognition as follows shall be granted for relevant previous experience related to the classification, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year experience.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

ARTICLE 50 - PAYMENT OF WAGES

50.01 Wages

Wages shall be paid to each employee in accordance with Appendix B.

50.02 Retroactive Pay and Benefits

The wage rates under Appendix B shall be effective from dates stipulated throughout this collective agreement and retroactive monies shall be calculated on all paid hours, and the Employer shall endeavour to pay the difference owed to employees within twenty one days of ratification of this Agreement; but, in no case later than twenty eight days of ratification.

The Employer shall forward retroactive monies to the last known address of employees who are no longer actively employed by JMHS. It shall be the responsibility of such employees to inform the Employer of their current address within three (3) months of the ratification of this Agreement.

50.03 Pay Days

Employees shall be paid by direct deposit on a bi-weekly basis:

Employees shall submit hard copies for time sheets.

The Employer shall have the right to require all employees to participate in the pay direct system. The employee shall choose a financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

50.04 Statement of Wages

An Employer shall, on request, on every pay day, give to each employee a separate written statement of wages of her pay period stating:

- (A) In the case of an hourly paid employee, the hours worked by her;
- (B) The employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- (C) The hours worked by the employee for which payment of wages is made at

the overtime wage rate, and the overtime wage rate;

- (D) Any qualification differential, premium, or other payment to which the employee is entitled;
- (E) The amount of each deduction from the earnings of the employee and the purpose of each deduction;
- (F) Where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;
- (G) The amount being received by the employee;
- (H) Leave of absence due to short term illness, for regular employees, within the pay period;
- (I) Special leave hours used within the pay period;
- (J) Vacation hours taken within the pay period.

ARTICLE 51 - BONUS ALLOWANCES

51.01 JMHS Bonus

All employees shall receive thirty-five cents per hour for each hour worked on site.

51.02 Ancillary Bonus

A regular nurse who acquires and maintains registration under both the Nurses (Registered) Act and the Nurses (Registered Psychiatric) Act shall receive an allowance of \$23.00 per bi-weekly period.

51.03 Academic Bonus

Bonuses will be paid for the acquisition of academic qualifications. The employee must provide a photocopy of certificate, diploma or degree from an accredited post secondary institution to be eligible. These bonuses are not cumulative; the amount show against the highest qualification will be paid where an employee has more than one such qualification. Bonuses will be paid for the following:

- (A) A regular employee who has received a Baccalaureate degree in Nursing from a recognized university in Canada or the United States will receive an additional \$46 bi-weekly.
- (B) A regular employee who has received a Master's degree in Nursing from a recognized university in Canada or the United States will receive an additional \$57.49 bi-weekly.
- (C) CNA/CHA Certification in Nursing Administration, or BCHA/BCIT Certificate in Nursing Administration, or BCHA/BCIT Certificate in Health Care Management, or CHA Certificate in Departmental Management will receive an additional \$11.50 bi-weekly.
- (D) Successful completion of a post graduate certificate or diploma program of a minimum of one academic year (eight months) or its equivalent from a recognized college or similar educational facility in Canada or the United States, the content of which is related to nursing practice or to the supervision of nurses will receive and additional \$23 bi-weekly.

51.04 Occupational First Aid Requirements and Courses

Employees required to possess an Occupational First Aid (OFA) Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive fifty-five cents (\$0.55) per hour designated including the meal break, if there is not another OFA trained attendant on duty in the centre. The OFA Attendant shall have her name and hours of work clearly posted in Health Care on a daily basis.

ARTICLE 52 - GENERAL CONDITIONS

52.01 Use of Personal Vehicle on Employer's Business

The use of an employee's vehicle for Employer's business is strictly voluntary. Previous authorization must be obtained by JMHS prior to an employee using her own vehicle for the employer's business.

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this Agreement shall apply including the call-back travel allowance of Article 28.05.

52.02 Personal Property Damage

Upon submission of reasonable proof the Employer shall 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 Clothing Allowance

Where the Employer requires the wearing of specific articles of clothing the Employer will provide and maintain such clothing at the Employer's cost

ARTICLE 53 - AMENDMENTS

If either the Union or the Employer wishes to propose amendments to this Agreement, the party proposing such amendments shall notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

ARTICLE 54 - PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient care and safe professional practice, the parties agree to the following problem solving process to address employee concerns relative to patient care including:

- (A) Professional practice conditions
- (B) Safety of patients and health care employees
- (C) Workload

54.01

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

54.02

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to her immediate supervisor and the Employer.

54.03

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days, the employee may submit the concern in writing to the Employer and the BCNU. The Employer shall meet with the employee, and her Union Representative, within ten (10) days of receiving the written complaint, to discuss resolution of the concern.

The Employer shall respond to the employee in writing within seven (7) calendar days of

the meeting.

54.04

If the matter is not resolved to the satisfaction of the employee, the matter shall be dealt with according to Articles 9 and 10.

ARTICLE 55 - EFFECTIVE AND TERMINATING DATES

55.01 Term of Agreement:

This Agreement shall be effective from April 1, 2003 and shall remain in force and be binding upon the parties until March 31, 2006 and thereafter until a new Agreement has been consummated.

55.02 Effective Dates:

All terms of this Agreement shall come into effect at 0001 hours on April 1, 2004 unless otherwise stipulated within the Agreement.

55.03

The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.

APPENDIX A EXCLUSIONS

In addition, to the President of Joye Morris Health Care Services Inc., the parties agree that Health Care Managers/Coordinators in each of the ten locations in place as at the March 12, 2004 shall be excluded from the bargaining unit. Centres are listed as follows:

- (1) Vancouver Jail
- (2) Fraser Regional Correctional Centre
- (3) Vancouver Island Regional Correction Centre
- (4) Kamloops Regional Correction Centre
- (5) Prince George Regional Correction Centre
- (6) Surrey Pretrial Services Centre
- (7) Alouette Correctional Centre for Women
- (8) Nanaimo Correctional Centre
- (9) North Fraser Pretrial Centre
- (10) Ford Mountain Correctional Centre

APPENDIX B WAGE SCHEDULES

	<i>Level</i>	<i>April 1, 2003</i>	<i>April 1, 2004</i>	<i>April 1, 2005</i>
<i>Nursing</i>	1	24.70	<i>Wage Parity With Hospital Nurses (HEABC & BCNU)</i>	<i>Wage Parity With Hospital Nurses (HEABC & BCNU)</i>
	2	25.65		
	3	26.60		
	4	27.55		
	5	28.51		
	6	29.45		
	7	30.41		
	8	31.31		
	9	32.42		
<i>Licensed Practical Nurse</i>				
	1	20.35	20.7120	<i>*Me too with HEABC & BCNU</i>
	2	21.05	22.1490	
	3		23.5860	
<i>Pharmacy Tech</i>				
	1	15.00	17.76	<i>*Me too with HEABC & BCNU</i>
	2	17.90	19.03	
	3		21.31	
	4	19.00	<i>Step eliminated</i>	
	5	19.25	<i>Step eliminated</i>	
<i>Clerk</i>				
	1	16.45	18.68	<i>*Me too with HEABC & BCNU</i>
	2	17.40	19.75	
	3	18.40	20.25	
	4		<i>Step eliminated</i>	
	5	19.75	<i>Step eliminated</i>	
<i>Mental Health Screeners</i>				
	1	25.71	26.00	<i>*Me too with HEABC & BCNU</i>
	2		27.00	
<i>Mental Health Coordinators</i>	1	27.70	<i>Wage Parity With Hospital Nurses (HEABC & BCNU at Level #3)</i>	<i>Wage Parity With Hospital Nurses (HEABC & BCNU at Level #3)</i>
	2	28.75		
	3	29.45		
	4	30.95		
	5	33.00		
	6	33.50		
	7	34.00		
	8	35.00		
	9	36.35		

**Me too with HEABC & BCNU: Is defined as a general increase equivalent to the average percentage increase for nurses covered by the HEABC/BCNU Master agreement for that annual time period*

APPENDIX C RETIREMENT PLAN

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Retirement Plan, the terms and conditions of which are as follows.

- (A) For regular employees participation is mandatory. Contributions may be made at 4.25% of the employee's annual salary, excluding overtime, up to and including YMPE (Year's maximum Pensionable Earnings as set by the federal government) and then 5.75% of the employee's annual salary above the YMPE .
- (B) Matching Employer contributions will be made monthly and vesting is one year from the date of contribution.
- (C) Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
- (D) Employees are offered a choice in the type of investment, i.e. high interest savings, bond funds, balanced fund or equity funds. Other investment options will be offered when they become available.
- (E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- (F) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the Employer contribution will be withheld for one (1) full year.
- (G) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- (H) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- (I) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes.
- (J) An annual administration fee will be charged to the Employer to offset administration of the plan. Additionally, withdrawals will be subject to an administration fee.
- (K) With the exception of changes to personal information (e.g. name, beneficiary, etc.) all other changes to the plan, including enrolments, will occur twice (2X) per year on April 1st and October 1st.

Signed on behalf of
Joye Morris Health Services Inc.

Norman Bowes

Trevor Aarbo

Wynne Dobbs

Joye Morris

Dated: January 18, 2005

Signed on behalf of the British
Columbia Nurses' Union:

Wayne Dittmar

Tracy Drake

James Goheen

Phyllis Horne

Paul Middleton

Marilyn Mitchell

Jayne Sutherland

Joseph Yaremchuck

Debbie Kamal Ali

Dated: _____

MEMORANDUM OF AGREEMENT

BETWEEN

JOYE MORRIS HEALTH SERVICES INC.

AND

THE BRITISH COLUMBIA NURSES' UNION

Re: Extended Work Day/Modified Work Week

The purpose of this memorandum is to provide for the necessary changes to the Collective Agreement to accommodate the modified workweek and the extended workday.

This Memorandum applies to employees in worksites with Extended Hours Memoranda.

It is agreed that:

- (A) With the exception of the revisions contained in this Memorandum, all other provisions of the Collective Agreement continue to apply.
- (B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs above those required in the Collective Agreement.
- (C) As a general principle and unless otherwise revised in the Memorandum, no employee will gain or lose any benefit specified in the Collective Agreement.
- (D) Except as specified hereunder, for the purposes of this Memorandum, where "days" are specified in the Collective Agreement, they are to be converted into "hours" so that one (1) day equals seven (7) hours. E.g.: three (3) days of vacation equals $3 \times 7 = 21$ hours.
- (E) Changes to this Memorandum may be made during the life of this Agreement by the mutual agreement of the parties.

Revisions to the Collective Agreement

ARTICLE 11 - DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

It is understood and agreed that casual employees may work the modified work week/extended day schedule. In such instances, in addition to the amendments to Article 27 hereunder, the overtime provisions of Article 26.05 (A)(2) and (B)(2) of the Collective Agreement shall apply.

ARTICLE 25 - HOURS OF WORK MEAL PERIODS, REST PERIODS

25.03 Meal Period

- (A) Two (2) meal periods of a continuous one-half (.5) hour each will be provided during each employee's shift of ten (10) hours or more.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period; and
 - (1) The employee is scheduled to work 10 hours or more and receives two meal periods (of 30 minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example 11 hours + 60 minutes = 12 hours regular pay.)
 - (2) The employee is scheduled to work 10 hours or more and does not receive the two meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus 60 minutes pay at time and one-half (1.5) the regular pay.

25.04 Rest Periods

Employees working a full shift of ten (10) hours or more shall receive three (3) rest periods distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

ARTICLE 26 – OVERTIME

26.05 Overtime Pay Calculation

- (A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
 - (1) for the first two (2) hours in excess of regular scheduled hours in a day.
- (B) Overtime at the rate of double (2) time shall be paid on the following basis:
 - (1) for the third (3rd) hour and time thereafter in excess of regular scheduled hours in a day
 - (2) for all hours worked on an employee's scheduled day off
- (C) Overtime at the rate of time and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
 - (1) for all hours worked in excess of regular scheduled hours on a paid holiday
 - (2) for all hours worked in excess regular scheduled hours on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than ten (10) calendar days notice.

ARTICLE 27 - SHIFT PREMIUM

27.01

An employee shall be paid a shift premium of \$1.15 per hour for all hours worked between

1500 hours and 2300 hours, and \$1.25 between 2300 hours and 0700 hours. For shifts of seven (7) hours or less, the shift premium is payable only when one-half or more than one-half of the hours of work fall within the defined evening or night shifts. In such cases the shift premium shall be paid for all hours worked.

ARTICLE 33 - LEAVE - COURT APPEARANCE

- (B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for the length of the extended work day that she is normally scheduled to work, providing these do not exceed her regular pay. Traveling and meal allowances paid by the Court and not by the Employer shall not be remitted.

ARTICLE 38 - LEAVE- PAID HOLIDAYS

Regular full-time employees shall be paid 77 hours (11 x 7) statutory holiday pay.

38.03 Work on a Paid Holiday

- (A) **Regular Employee**

- (1) A regular employee required to work Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the regular scheduled hours work in the day, provided that Articles 26.05, 28.04, and 38.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (.5) or more than one-half (.5) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.
- (2) **Super Stats**
Employees who are required to work on Christmas Day and New Year's Day shall be paid at the rate of two and one-half (2.5) times for the first regular scheduled hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (.5) or more than one-half (.5) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

- (B) There shall be eleven (11) statutory holidays pre-posted on the master rotation to address the issue of days in lieu of statutory holidays pursuant to the schedule (since an employee is either scheduled to work or be on a designated day off on any given statutory holiday).

TERMINATION OF THIS AGREEMENT

Either party may terminate this Memorandum after serving fifty- six days (56) calendar days' written notice to the other party of its intention to terminate the extended workday /

compressed work week.

Signed on behalf of
Joye Morris Health Services Inc.

Norman Bowes

Trevor Aarbo

Wynne Dobbs

Joye Morris

Dated: January 18, 2005

Signed on behalf of the British
Columbia Nurses' Union:

Wayne Dittmar

Tracy Drake

James Goheen

Phyllis Horne

Paul Middleton

Marilyn Mitchell

Jayne Sutherland

Joseph Yaremchuck

Debbie Kamal Ali

Dated: _____

LETTER OF UNDERSTANDING

Between

JOYE MORRIS HEALTH SERVICES INC

And

THE BRITISH COLUMBIA NURSES UNION

For employees on staff as of the date of certification the Employer agrees to recognize and adjust seniority dates based on seniority accrued while working as a continuous employee in Corrections. In this regard such seniority shall be calculated and applied to any competitions between and among bargaining unit employees and for vacation entitlement purposes only.