

COLLECTIVE AGREEMENT

BETWEEN

BERWICK ON THE LAKE

AND

**THE BRITISH COLUMBIA NURSES' UNION
HOSPITAL EMPLOYEES' UNION**

TERM OF AGREEMENT

JANUARY 1, 2008 – DECEMBER 31, 2010

TABLE OF CONTENTS

Contents	Page Number
ARTICLE 1 - PREAMBLE	1
1.01 <i>Purpose of Agreement.....</i>	<i>1</i>
ARTICLE 2 - DEFINITIONS	1
2.01 <i>Definition of Employee Status</i>	<i>1</i>
Regular Full-Time Employees.....	1
Regular Part-Time Employees	1
Casual Employees	2
Co-op Students	2
2.02 <i>Common-Law Spouse</i>	<i>2</i>
2.03 <i>Employer</i>	<i>2</i>
2.04 <i>Union</i>	<i>2</i>
2.05 <i>Use of Feminine and Singular Terms</i>	<i>2</i>
ARTICLE 3 - GENERAL CONDITIONS	2
3.01 <i>Effective and Terminating Dates</i>	<i>2</i>
3.02 <i>Labour Code.....</i>	<i>3</i>
3.03 <i>Future Legislation</i>	<i>3</i>
3.04 <i>Article Heading</i>	<i>3</i>
ARTICLE 4 - NO DISCRIMINATION	3
4.01 <i>No Discrimination</i>	<i>3</i>
4.02 <i>Article not to Interfere with Employer and Union Rights</i>	<i>3</i>
4.03 <i>Harassment</i>	<i>4</i>
4.04 <i>Complaints Investigation</i>	<i>4</i>
4.05 <i>No Discrimination for Union Membership</i>	<i>4</i>
ARTICLE 5 - RECOGNITION, UNION MEMBERSHIP AND UNION CHECKOFF 4	
5.01 <i>Union Recognition</i>	<i>4</i>
5.02 <i>Union Shop.....</i>	<i>5</i>
5.03 <i>Union Check-Off</i>	<i>5</i>
5.04 <i>Advised of Steward.....</i>	<i>6</i>
5.05 <i>Shop Stewards</i>	<i>6</i>
5.06 <i>Insignia Pins</i>	<i>7</i>
5.07 <i>Bulletin Board</i>	<i>7</i>
5.08 <i>Legal Picket Line</i>	<i>7</i>
5.09 <i>Union Representative Visits</i>	<i>7</i>
ARTICLE 6 - MANAGEMENT RIGHTS.....	8
6.01 <i>Employer Rights</i>	<i>8</i>
ARTICLE 7 - EMPLOYER PROPERTY	8
7.01 <i>Return of Employer Property on Termination</i>	<i>8</i>
7.02 <i>Employer to Repair or Replace</i>	<i>8</i>
7.03 <i>Indemnity</i>	<i>8</i>
7.04 <i>Employer to Continue to Supply Tools</i>	<i>9</i>
7.05 <i>Uniforms</i>	<i>9</i>
ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE	9

8.01	<i>Committee Composition and Frequency of Meetings</i>	9
8.02	<i>Chair to Alternate</i>	9
8.03	<i>Agenda for Meeting</i>	9
8.04	<i>Payment for Attendance</i>	9
8.05	<i>Scope of Committee</i>	10
ARTICLE 9 - GRIEVANCE PROCEDURE		10
9.01	<i>Definition</i>	10
9.02	<i>Disciplinary Documents in Employee's File</i>	10
9.03	<i>Grievance Procedure</i>	10
	Step One	10
	Step Two	11
	Step Three	11
	Discipline Grievances	11
	Policy Grievances	12
9.04	<i>Industry Troubleshooter</i>	12
ARTICLE 10 - EXPEDITED ARBITRATION		12
10.01	<i>Advancement to be by Mutual Agreement</i>	12
10.02	<i>Location of Expedited Arbitration</i>	13
10.03	<i>Process to be Informal</i>	13
10.04	<i>Presentation of Materials</i>	13
10.05	<i>Decision to be Limited in Application</i>	13
10.06	<i>Settlements</i>	13
10.07	<i>Decision of Arbitrator</i>	13
10.08	<i>Powers of Arbitrator</i>	13
10.09	<i>Sharing of Costs</i>	14
10.10	<i>Names of Arbitrators</i>	14
ARTICLE 11 - ARBITRATION		14
11.01	<i>Advancement of Grievance to Arbitration</i>	14
11.02	<i>Notification of Intent to Arbitrate</i>	14
11.03	<i>Arbitration Relating to Suspension or Dismissal</i>	14
11.04	<i>Decision of Arbitration</i>	14
11.05	<i>Employee Called as a Witness</i>	15
11.06	<i>Expenses</i>	15
ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES		15
12.01	<i>Evaluation Reports</i>	15
12.02	<i>Personnel File</i>	15
ARTICLE 13 - PROBATIONARY PERIOD		16
13.01	<i>Probationary Period</i>	16
13.02	<i>Hire Date to be Used for Purposes of Seniority</i>	16
ARTICLE 14 - PROMOTIONS AND TRANSFERS		16
14.01	<i>Selection Criteria</i>	16
14.02	<i>Qualifying Period</i>	16
14.03	<i>Temporary Promotion or Transfer</i>	17
14.04	<i>Relieving in Higher and Lower Rated Positions</i>	17
14.05	<i>Promotions, Transfers and Demotions</i>	17
14.06	<i>Demotions</i>	18

14.07	Re-employment after Voluntary Termination or Dismissal for Cause	18
14.08	Military Service or Non-Bargaining Unit Position	18
14.09	Seniority Dates.....	18
14.10	Previous Experience.....	18
14.11	More Favourable Rate or Condition.....	19
14.12	Part-Time Employees	19
ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS		19
15.01	Employer to Provide Job Descriptions	19
15.02	New Positions	19
15.03	Effective Date of Revisions.....	19
ARTICLE 16 - JOB POSTINGS AND APPLICATIONS		19
16.01	Job Postings and Applications.....	19
16.02	Applications from Absent Employees	20
16.03	Temporary Appointments.....	20
16.04	Notice to Union	20
16.05	Notice of Successful Applicant.....	20
16.06	Grievance Investigation	20
ARTICLE 17 - TECHNOLOGICAL CHANGES		21
17.01	Technological Change	21
17.02	Joint Labour Adjustment Committee	21
17.03	Job Training	21
17.04	Reduction and Restructuring	21
17.05	Definition of Displacement	22
17.06	Bumping.....	22
17.07	Notice of Displacement.....	22
17.08	Layoff and Recall	22
	Layoff Defined	22
	Layoff Notice	23
	Recall	23
17.09	Contracting Out.....	23
ARTICLE 18 - TERMINATION OF EMPLOYMENT		24
18.01	Employee Notice of Termination.....	24
18.02	Employment Abandoned.....	24
ARTICLE 19 - SCHEDULING PROVISIONS		24
19.01	Scheduling Provisions.....	24
19.02	Type of Work to be Performed.....	25
19.03	Work Schedules.....	25
ARTICLE 20 - HOURS OF WORK.....		26
20.01	Continuous Operation.....	26
20.02	Hours of Work.....	26
20.03	Rest and Meal Periods.....	26
20.04	Split Shifts.....	27
20.05	Full-Time Positions	27
20.06	Terms and Conditions for Casual Employees.....	27

ARTICLE 21 - OVERTIME	31
21.01 Application of Overtime.....	31
21.02 Employees Working on a Schedule Day Off.....	31
21.03 Payment of Overtime	32
21.04 Declining Overtime.....	32
21.05 Employees Working Less than Normal Hours	32
21.06 Employees Working Less than Normal Days Per Week.....	32
21.07 Employees Working Overtime Adjoining Shift	32
ARTICLE 22 - SHIFT PREMIUMS.....	32
22.01 Evenings and Nights.....	32
22.02 Definition of Shifts.....	33
ARTICLE 23 - CALL BACK	33
23.01 Employees Called Back.....	33
23.02 Transportation Allowance	33
ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT	33
24.01 Statutory Requirement.....	33
ARTICLE 25 - ON-CALL DIFFERENTIAL	33
25.01 On-Call Differential.....	33
25.02 Minimum Hours.....	34
25.03 Call Restrictions.....	34
25.04 Responsibility Pay.....	34
ARTICLE 26 - TRANSPORTATION ALLOWANCE.....	34
26.01 Reimbursement for Use of Employee Vehicle	34
26.02 ICBC Business Insurance	34
ARTICLE 27 - STATUTORY HOLIDAYS.....	34
27.01 Statutory Holidays.....	34
27.02 Statutory Holiday Lieu Pay.....	35
27.03 Statutory Holiday on a Day Off	35
27.04 Absences of a Statutory Holiday.....	35
27.05 Super Stats	36
27.06 Statutory Holiday Pay for Regular Employees.....	36
27.07 Pay for Overtime on a Statutory Holiday.....	36
27.08 Christmas Day or New Year's Day Off.....	36
ARTICLE 28 - VACATIONS	36
28.01 Vacation Based on Length of Service.....	36
28.02 Vacation Entitlement.....	37
28.03 Vacation Period.....	37
28.04 Splitting of Vacation Periods.....	37
28.05 Vacation Pay.....	37
28.06 Vacations Carry Over.....	38
28.07 Vacation Entitlement Upon Dismissal.....	38
28.08 Reinstatement of Vacation Days - Hospitalization.....	38
28.09 Employee Called Back to Work	38
ARTICLE 29 - COMPASSIONATE LEAVE.....	38
29.01 Compassionate Leave	38
ARTICLE 30 - SPECIAL LEAVE.....	39

30.01	Family Responsibility Leave	39
ARTICLE 31 - SICK LEAVE.....		39
31.01	Earning of Sick Leave.....	39
31.02	Sick Leave Entitlement - Bonus Hours	39
31.03	Doctor's Certificates.....	39
31.04	Sick Leave Pay Granted for Injury of One (1) Day or Less... 39	
31.05	Employees Qualifying for Workers' Compensation.....	40
31.06	Sick Leave Computed in Work Days	40
31.07	Application for Sick Leave Pay	40
31.08	Employees with More than One (1) Year of Service.....	40
31.09	Employees with Less than One (1) Year of Service	41
ARTICLE 32 - EDUCATIONAL LEAVE		41
32.01	Employer Requested Leave.....	41
32.02	In-Service Education.....	41
32.03	Employees Requesting Long Term Leave.....	41
ARTICLE 33 - JURY DUTY		42
33.01	Jury Duty.....	42
ARTICLE 34 - LEAVE - UNPAID		42
34.01	Unpaid Leave.....	42
34.02	Unpaid Leave - Affecting Seniority and Benefits.....	42
34.03	Unpaid Leave - Union Business.....	43
34.04	Unpaid Leave - Public Office	43
ARTICLE 35 - MATERNITY AND PARENTAL LEAVE		43
35.01(A)	Maternity Leave	43
35.01 (B)	Parental Leave	44
35.01 (C)	Adoption Leave	45
35.02	Seniority Rights and Benefit Entitlements.....	45
ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY		46
36.01	Safe and Healthy Work Environment.....	46
36.02	Aggressive Behaviour.....	47
36.03	Vaccination and Immunization	47
ARTICLE 37 - HEALTH CARE PLANS		48
37.01	Eligibility.....	48
37.02	Medical Plan	48
37.03	Dental Plan	48
37.04	Extended Health Care Plan	49
ARTICLE 38 - SHORT-TERM DISABILITY AND LONG-TERM DISABILITY PLAN		49
38.01	Short-Term Disability	49
38.02	Long-Term Disability.....	49
ARTICLE 39 - GROUP LIFE INSURANCE		50
39.01	Eligibility.....	50
39.02	Life Insurance	50
ARTICLE 40 – REGISTERED RETIREMENT SAVINGS PLAN		51
40.01	Policy	51

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE	51
41.01 <i>Employment Insurance Act.....</i>	51
ARTICLE 42 - VOLUNTEERS.....	52
42.01 <i>Conditions.....</i>	52
ARTICLE 43 - PRINTING OF THE AGREEMENT	52
43.01 <i>Distribution and Cost.....</i>	52
ARTICLE 44 - BINDING TRIBUNAL.....	52
44.01 <i>Selection of Board.....</i>	52
ARTICLE 45 - WAGE SCHEDULES	52
45.01 <i>Payment of Wages.....</i>	52
ARTICLE 46 - PARKING.....	53
46.01 <i>Current Practice.....</i>	53
ARTICLE 47 - PROFESSIONAL RESPONSIBILITY	53
47.01 <i>Employee Concerns.....</i>	53
47.02 <i>Discussion with Care Coordinator.....</i>	53
47.03 <i>Unusual Occurrence Report Form.....</i>	53
47.04 <i>Labour/Management Committee Meeting.....</i>	53
47.05 <i>Matter May be Grieved</i>	53
WAGE SCHEDULE	55
MEMORANDUM OF AGREEMENT #1	56
<i>Co-op Students.....</i>	56
MEMORANDUM OF AGREEMENT #3	57
<i>Exclusions</i>	57
MEMORANDUM OF AGREEMENT #4	58
<i>Article 19 – Scheduling.....</i>	58
MEMORANDUM OF AGREEMENT #5	59
<i>Subject: Unpaid Leave for Union Business - Casual Employees</i>	59
LETTER OF UNDERSTANDING #1	60
<i>Interpretation of Article 2.01c Definition of Employee Status and Memorandum of Agreement #2 c Terms and Conditions for Casual Employees.....</i>	60
LETTER OF UNDERSTANDING #3.....	61
<i>Christmas Day</i>	61
LETTER OF UNDERSTANDING #4.....	62
<i>Article 31, Section 31.03 – Doctor’s Certificates</i>	62
Signed on behalf of:	63
<i>BERWICK ON THE LAKE.....</i>	63
<i>HOSPITAL EMPLOYEES UNION.....</i>	63

ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

To make provisions for the mutual benefit of the parties, for the orderly and expeditious settlement of all matters of collective bargaining including but not limited to wages, hours of work and adjustment of grievances.

To encourage efficient maintenance of high quality services for residents in a caring and cooperative environment, as well as one which is safe, harmonious and rewarding for all.

To recognize that the Employer's business functions by providing services for seniors in a facility that is not government funded.

ARTICLE 2 - DEFINITIONS

2.01 Definition of Employee Status

(a) Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work an average of thirty-seven and one half (37.5) hours per week on a continuing basis, or such other period as mutually agreed to by the parties.

Seniority will be recognized and will accrue based on the length of continuous service including casual hours worked as set out in the casual addendum from the employee's date of hire with the Employer.

Note: Refer to Letter of Understanding #1.

Benefits will be provided to Regular Full-Time employees that work on average thirty (30) hours or more per week on a continuing basis.

(b) Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work an average of less than thirty-seven and one half (37.5) hours per week.

Seniority will be recognized and will accrue based on the length of continuous service including casual hours worked as set out in the casual addendum from the employee's date of hire with the Employer.

Note: Refer to Letter of Understanding #1.

Benefits will be provided to Regular Part-Time employees that work on average twenty-one (21) hours or more per week on a continuing basis.

(c) **Casual Employees**

A casual employee is one who is employed on an as needed basis in keeping with Memorandum of Agreement #2.

(d) **Co-op Students**

A co-op student is one who is employed and is a student of a college in keeping with Memorandum of Agreement #1.

(e) The status of employees covered by this Agreement shall be defined under one of the preceding four (4) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the grievance procedure (Article 9).

2.02 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of at least one (1) year.

2.03 Employer

Berwick on the Lake, Nanaimo, B.C.

2.04 Union

Means the Polyparty Union of the Hospital Employee's Union (HEU) or the British Columbia Nurses Union (BCNU) hereinafter referred to as "the Union".

2.05 Use of Feminine and Singular Terms

Wherever the feminine or singular is used, the same shall be construed as including the masculine or plural unless otherwise specifically stated.

ARTICLE 3 - GENERAL CONDITIONS

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from date of ratification unless

specifically stated otherwise, and shall remain in force and be binding upon the parties until December 31st, 2010.

If a notice is not given by either party ninety (90) days or more before the expiry of the agreement, it will be deemed to be given.

3.02 Labour Code

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

3.03 Future Legislation

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions that have been rendered null and void or materially altered.
- (c) If a mutual agreement cannot be reached as set out in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

3.04 Article Heading

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

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*.

4.02 Article not to Interfere with Employer and Union Rights

Nothing in this Article is intended to interfere with, or restrict, either the Employer's right to manage or the Union's right to represent members.

4.03 Harassment

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment as it relates to the Human Rights Code of British Columbia, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in such sexual or other harassment in the workplace.

4.04 Complaints Investigation

The complaint will be referred as follows:

- (a) where the complaint pertains to the conduct of an employee within the Union's bargaining unit it shall be referred to: G. Brodsky; H. Jansen; Patricia Gibb; Brian Foley; or
- (b) where the complaint pertains to the conduct of a person not in the Union's bargaining unit it shall be referred to a mutually agreed to investigator.

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall,

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

4.05 No Discrimination for Union Membership

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.

ARTICLE 5 - RECOGNITION, UNION MEMBERSHIP AND UNION CHECKOFF**5.01 Union Recognition**

The Employer recognizes the Polyparty Union of British Columbia Nurses Union and Hospital Employees' Union as exclusive bargaining agent for all employees falling within the certificate issued by the Labour Relations Board on February 15th, 2001, covering employees at Berwick on the Lake, 3201 Ross Road, Nanaimo, B.C.

No employee covered by this agreement shall be permitted or required to make a written or oral agreement with the Employer which may conflict with this agreement.

5.02 Union Shop

Employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

Article 9.03 - Grievance Procedure

Article 18.01 - Employer's Notice of Termination

5.03 Union Check-Off

The Employer agrees to sign into the Union all new employees whose jobs are covered by the certificate of bargaining authority in accordance with the provisions of Article 5.02.

The Employer agrees to the monthly check-off of all Union dues, assessments, Initiation Fees, and written assignments of amounts equal to Union Dues, provided there are sufficient wages owing to employees to cover the deductions and unless the employee has legislative permission for dues deductions to be forwarded to a recognized charity.

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

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

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

The Employer shall provide to the Local and the Union, a list of all employees in the bargaining unit, their job titles, and their address known to the Employer in January and July of each year.

The Union shall advise the Employer in writing thirty (30) days in advance of the amount of its dues and/or changes in the amount of dues to be deducted.

5.04 Advised of Steward

A new employee shall be advised of the name of their Union Steward.

5.05 Shop Stewards

- (a) The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:
 - (1) Shop Stewards will be appointed by the Union.
 - (2) The Employer is to be kept advised of all Shop Steward appointments.
 - (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (b) The Unions will supply the Employer with the name of their Stewards and any changes to the name at least thirty (30) days of when the change is to take effect.
- (c) The stewards shall be entitled to reasonable time to investigate

grievances while on duty without loss of regular pay and benefits to perform duties as a steward provided they:

- (1) Have received prior consent from the supervisor before leaving their normal work to perform duties as a steward. Such consent shall not be unreasonably withheld.
 - (2) Endeavour to complete their business as a steward in as short a time as possible.
 - (3) Advise their supervisor(s) of their return to duty.
- (d) Stewards will not interrupt the normal operations of the facility.
- (e) A Shop Steward, who works only the night shift, may request time off to investigate grievances to a maximum of one (1) hour per week. This time may be extended by mutual agreement. Such time shall be paid at straight time and must be approved in advance by the Employer. Such approval will not be unreasonable withheld.

5.06 Insignia Pins

Union members shall have the right to wear the recognized insignia pin of the Union and/or their respective nursing school pin. Shop Stewards have the right to wear their shop steward pin.

5.07 Bulletin Board

A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Unions. The Unions shall use them for the posting of Employer/Union business only.

5.08 Legal Picket Line

Refusal to cross a legally established picket line arising out of a labour dispute, shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay and benefits.

5.09 Union Representative Visits

The Union shall inform the Employer in advance when the Senior Representative intends to visit the Employer's place of business for the purpose of conducting Union business.

Such visits will not interfere with the normal operations of the facility.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Employer Rights

The Union agrees that it is the exclusive function of the Employer to perform the functions of management, including, but not so as to restrict the generality, of the foregoing:

- (a) conduct its business in accordance with its commitments and responsibilities, including the right to maintain and improve, order, discipline, standards and efficiency except as may be otherwise specifically provided for in this agreement;
- (b) to make, alter from time to time, and enforce reasonable rules of conduct and procedures to be observed by the employees which are published to employees in bulletin(s), or notice board(s) or by general distribution provided such rules are not in conflict with this agreement.

ARTICLE 7 - EMPLOYER PROPERTY

7.01 Return of Employer Property on Termination

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

7.02 Employer to Repair or Replace

Upon submission of reasonable proof, the Employer will repair or replace an employee's personal property damaged while on duty by a resident or a resident's guest, provided such personal property is an article suitable for use while on duty as set out by policy of the Employer.

7.03 Indemnity

The Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, as directed and/or authorized by the Employer, and
- (b) assume all reasonable costs, legal fees and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

7.04 Employer to Continue to Supply Tools

Should employees be required to use tools in the performance of their duties, then the Employer will supply such tools.

Upon completion of using such tools, it is the responsibility of the employee to return such tools to their proper location.

7.05 Uniforms

Where the Employer requires the employee to wear a uniform, the Employer will provide such uniform.

The Uniforms remain the property of the Employer and shall not be worn other than on duty.

The employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair, and shall receive an allowance of fifteen cents (15¢) per hour worked.

The Employer reserves the right to introduce reasonable personal appearance and dress standards which employees are required to follow.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE**8.01 Committee Composition and Frequency of Meetings**

A Labour/Management Committee shall be established. The committee shall include two (2) members from the HEU and one (1) member from the BCNU as well as up to three (3) members from the Employer. The committee shall meet as the occasion warrants but not more often than once per month, for the purpose of discussing issues relating to the workplace that affect any employee bound by this agreement.

8.02 Chair to Alternate

The chair of the Labour Management Committee shall alternate between the parties.

8.03 Agenda for Meeting

A proposed written agenda shall be distributed to Committee members, if at all possible, at least forty-eight (48) hours before the meeting.

8.04 Payment for Attendance

Employees who are members of the Labour/Management Committee shall be granted leave without loss of pay or receive straight time regular wages

while attending meetings of the Committee.

8.05 Scope of Committee

The Committee shall:

- (a) not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation; and
- (b) not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion; and
- (c) not supersede the activities of any other committee or the Union or of the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition

“Grievance” refers to any difference between the parties concerning the interpretation, application, or any alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

9.02 Disciplinary Documents in Employee’s File

An employee shall be given a copy of any document placed on the employee’s file which might form the basis for disciplinary action, such copy is to be given at the time the document is placed in the file.

Should an employee dispute any such entry in her file, she shall be entitled to recourse through this grievance procedure.

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

An employee shall have the right to request that any disciplinary action be removed from the personnel file after fourteen (14) months has expired, provided that there has been no similar disciplinary action.

9.03 Grievance Procedure

The following procedure shall be used for the resolution of grievances:

Step One

Within seven (7) calendar days of the occurrence of the difference or within seven (7) calendar days of when the employee first becomes aware of the

matter giving rise to the difference, the employee, with or without a shop steward (at the employee's choice) shall discuss the difference with her Department Manager or designate. In this first step, both parties shall make every effort to settle the dispute.

Step Two

If the difference is not settled in Step One, within fourteen (14) calendar days of the meeting in Step One, the grievance shall be reduced to writing and presented to the Department Manager or designate. Within seven (7) calendar days of receiving the written grievance, the shop steward shall be given a written response to the grievance.

Step Three

If the grievance is not settled at Step Two, the grievance may be advanced to Step Three within fourteen (14) calendar days of the receipt of the Employer's written response in Step Two or when such response should have been received.

The grievance shall be discussed between a Representative designated by the Union and the Administrator or designate. The Union Representative at her discretion may be accompanied by the respective steward and/or employee.

At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents.

Within seven (7) calendar days of the meeting, if the matter is not resolved, the Employer representative shall give written reasons for denying the grievance.

If the time limits are not complied with, the grievance shall be considered as being abandoned, unless the parties have mutually agreed in writing, including the use of e-mail, to extend the time limits. The time limits as set out in the Grievance and Arbitration articles may be changed by mutual agreement.

Failing settlement at Step Three the grievance may be referred to arbitration.

Discipline Grievances

Within ten (10) calendar days of a dismissal or suspension the Employer shall notify the Servicing Representative or the Labour Relations Officer of the dismissal. Employees dismissed or suspended shall have the right within a further seven (7) calendar days after the date of the dismissal or suspension to initiate a grievance at Step Three of the grievance

procedure.

Policy Grievances

Policy grievances from either party shall be submitted at Step Two.

9.04 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

The industry troubleshooters shall be appointed from the following:

Judi Korbin
Christopher Sullivan
Vincent L. Ready
Ronald S. Kerras
John Kinzie
Joan Gordon

At the request of either party, the troubleshooter shall:

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

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

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

Each party shall pay one-half (1/2) of the compensation and expenses of the Troubleshooter.

ARTICLE 10 - EXPEDITED ARBITRATION

10.01 Advancement to be by Mutual Agreement

By mutual agreement the parties may advance a grievance to expedited arbitration.

10.02 Location of Expedited Arbitration

The location of the hearing is to be agreed to by the parties, but will be in Nanaimo, B.C. if at all possible.

10.03 Process to be Informal

As the process is intended to be informal, lawyers will not be used to represent either party.

10.04 Presentation of Materials

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

10.05 Decision to be Limited in Application

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

10.06 Settlements

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

10.07 Decision of Arbitrator

The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.

10.08 Powers of Arbitrator

The expedited Arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 11.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.03 B Discipline Grievances B for resolution.

10.09 Sharing of Costs

The parties shall equally share the costs of the fees and expenses of the arbitrator.

10.10 Names of Arbitrators

The expedited arbitrators, who shall act as sole arbitrator, shall be Joan Gordon, Dave McPhillips, Colin Taylor, or Ron Keras.

ARTICLE 11 - ARBITRATION**11.01 Advancement of Grievance to Arbitration**

Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 9 B Grievance Procedure, to a single Arbitrator within ninety (90) calendar days of written reasons for denying the grievance at Step 3. The Arbitrator shall have the power to determine if any matter is arbitrable and to determine the question to be arbitrated.

The parties may by mutual agreement have the grievance heard by an arbitration board composed of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia. In this case, one (1) member is to be appointed by the Employer, one (1) member by the Union and the third, who shall be the Chairperson of the Arbitration Board.

11.02 Notification of Intent to Arbitrate

The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include names of proposed Arbitrators.

If the parties fail to agree upon an Arbitrator within ten (10) calendar days, either party may request in writing the Director, Collective Arbitration Bureau, to make the appointment.

11.03 Arbitration Relating to Suspension or Dismissal

If a grievance involving dismissal or an unpaid suspension of an employee for alleged cause is not resolved at Step Three of the grievance procedure, then the parties agree to make every effort to have the matter heard by an Arbitrator within two (2) months of any referral to arbitration.

11.04 Decision of Arbitration

An arbitrator appointed under this Article of the Collective Agreement shall be requested to render a decision within twenty (20) calendar days of

conclusion of the hearing.

11.05 Employee Called as a Witness

The Employer shall grant leave without loss of pay for regularly scheduled hours to an employee called as a witness. The Union shall reimburse the employee's wages to the Employer in the case where the witness has been called by the Union.

11.06 Expenses

Each party shall bear the expenses of its nominee on the arbitration board, and shall pay half of the expenses of the Chairperson and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it and indicate if she agrees or disagrees with it. Employees shall make this decision within seven (7) days. The employee will then receive a copy of the signed report.

An employee may initiate a grievance if she has indicated disagreement with the evaluation.

An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

12.02 Personnel File

An employee, or the Senior Union Official (or her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review her file for personal reasons.

The employee or the Senior Union Official or the Labour Relations Officer, as the case may be, shall give the Employer notice prior to examining the file. The file shall be made available for examination as soon as possible but no later than forty-eight (48) hours from the notice time excluding weekends and holidays.

The personnel file shall not be made public without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of this Agreement or as required by law.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 Probationary Period

For the first four hundred and sixty-eight (468) hours worked or five (5) calendar months whichever occurs first, a regular employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one hundred and fifty (150) hours worked provided written reasons are given for requesting such extension. The Employer may dismiss a probationary employee where such employee is found to be unsuitable for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.

13.02 Hire Date to be Used for Purposes of Seniority

Upon conclusion of the probationary period, the hire date of full-time employees and part time employees shall be used for the purpose of determining seniority.

ARTICLE 14 - PROMOTIONS AND TRANSFERS

14.01 Selection Criteria

In the event an employee applies for a posted vacancy and has the required experience, ability and qualifications, then she shall fill the vacancy.

Where all requirements are equally met by more than one employee, seniority shall be the determining factor.

14.02 Qualifying Period

If a regular full-time employee is promoted, voluntarily demoted, or transferred to a job, in a classification within the bargaining unit, then such employee shall serve a qualifying period in her new job for a period of three (3) calendar months.

In no instance during the qualifying period shall such employee lose seniority or perquisites. However, if such employee during the aforementioned three (3) month period is found unsatisfactory in the new position, then such employee shall be returned to her former job and increment step before the promotion, voluntary demotion or transfer took

place without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs shall be returned to her former job and pay rate without loss of seniority and accrued perquisites.

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

14.03 Temporary Promotion or Transfer

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

14.04 Relieving in Higher and Lower Rated Positions

Where an employee is required by the Employer to perform the duties of a higher rated bargaining unit position as set out in Schedule "A" for one (1) day or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, or the equivalent of twenty dollars (20.00) per month prorated which ever is greater, for all such hours worked in the higher rated bargaining unit position.

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

Where an employee is required by the Employer to perform the duties of a non-bargaining unit position for one (1) full shift or more, the employee shall receive the highest rate for their classification plus ten (10) percent for the entire period, or the equivalent of one hundred (100.00) dollars per month prorated which ever is greater, for all such hours worked in the non-bargaining unit position. Employees performing such work will continue to accrue service and seniority credits.

In no circumstances shall there be pyramiding of wages and/or benefits.

14.05 Promotions, Transfers and Demotions

When an employee posts into to a new job through a job posting, she will be paid as follows:

If the new job is a promotion to a higher rated job, the employee will start at the first step on the new scale which represents an increase.

When an employee transfers to a job with the same pay rate structure as her former job, she will remain at the same increment step.

If the new job is a demotion to a lower rated job, the employee will start at the same step on the new, lower pay scale, which she had reached in her old job.

14.06 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently granted such a request, shall go to the increment step of the lower-rated job commensurate with her overall seniority, provided she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period.

This will also apply in the case where an employee successfully posts into a lower rated job.

14.07 Re-employment after Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority, and all benefits shall date only from the time of re-employment.

14.08 Military Service or Non-Bargaining Unit Position

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

14.09 Seniority Dates

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

14.10 Previous Experience

New employees for a regular position shall receive the following salary recognition for relevant experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.

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

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

14.11 More Favourable Rate or Condition

For the term of this agreement an employee who at present is receiving a more favourable rate or condition than is specified herein shall not incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

14.12 Part-Time Employees

Regular Part-time employees promoted to a regular Full-Time position shall be considered qualifying employees in that position for a period of three months.

ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS

15.01 Employer to Provide Job Descriptions

The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit.

15.02 New Positions

In the event the Employer creates a new classification, written notice shall be given to the Union. Unless the Union provides notice of objection within sixty (60) calendar days of the Employer's notice, the classification and wage rate shall be considered agreed. Where the Union objects, and the matter can not be resolved, the wage rate shall be the subject of Arbitration.

15.03 Effective Date of Revisions

If the wage rate for the new classification is revised as a result of negotiation or arbitration, the revised wage rate will be effective from the date when the new position was established.

ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

16.01 Job Postings and Applications

Where the employer intends to fill a vacancy of more than sixty (60) calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications, scheduled hours of work (including start and stop times), current shift rotation, start

date, a brief outline of the position and the closing date for applications.

All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

Temporary vacancies greater than sixty (60) calendar days will be posted. Temporary vacancies that are expected to be for sixty (60) calendar days or less will be filled if possible as follows:

- (a) by the senior full-time or part-time employee who has indicated in writing, a desire to work in such position, providing there is no requirement for the Employer to pay any overtime or other premium, and failing that,
- (b) by casual employees in accordance with the casual call-in provisions of the Casual Addendum.

16.02 Applications from Absent Employees

The Employer shall consider applications for posted vacancies from those employees who are absent because of sick leave, annual vacation, paid or unpaid leave of absence, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy to be filled occur during their absence.

16.03 Temporary Appointments

The Employer may make temporary appointments from within the bargaining unit while a posting is in process, in keeping with 16.01 (a) and (b).

16.04 Notice to Union

Two (2) copies of all postings shall be sent to the steward of the Local within the aforementioned seven (7) calendar days. The parties agree that an oversight in this regard shall not affect the job posting.

16.05 Notice of Successful Applicant

The Employer shall, within three (3) days of the selection, post the name of the successful applicant.

16.06 Grievance Investigation

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

ARTICLE 17 - TECHNOLOGICAL CHANGES

17.01 Technological Change

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

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

The Employer shall provide notice and relevant information to the Union as early as possible in advance of an anticipated change under this section.

17.02 Joint Labour Adjustment Committee

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

- (a) for planning training programs for those employees affected by technological change;
- (b) or planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (c) for planning training programs for those employees affected by new methods of operation; and
- (d) for planning training programs in the area of general skill upgrading.

17.03 Job Training

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

17.04 Reduction and Restructuring

The Employer agrees that, whenever possible, no employees shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 17.08, Layoff and Recall.

The Employer and the Union shall meet and review training programs for employees affected by technological change.

17.05 Definition of Displacement

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

17.06 Bumping

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

17.07 Notice of Displacement

Where a layoff is to occur, and prior to the layoff becoming effective, a copy of such notice shall be given to the shop steward.

17.08 Layoff and Recall

(a) **Layoff Defined**

- (i) Layoff is defined as the elimination of a job that is not required by the Employer
- (ii) Regular Employees shall be laid off within each classification, in the reverse order of their seniority.
- (iii) A reduction of hours shall constitute a lay-off under this provision where the Employer reduces an employee's regularly scheduled hours below the hours the employee was hired to perform as set out in the job posting pursuant to Article 16.01.
- (iv) Where the change in hours is of a temporary nature and is expected to last less than two (2) months, the Employer and the Union shall meet to find a mutually agreed upon process to deal with the temporary change in hours.

(b) **Layoff Notice**

The Employer shall notify Regular employees, who are to be laid off, the following notice:

- (i) Less than five (5) years of continuous service B one (1) month.
- (ii) Five years or more continuous service B One (1) month, plus one additional week for each year of continuous employment in excess of four (4) years, to a maximum total notice of eight (8) weeks.

When a Regular employee is not given opportunity to work during such notice period, she shall be paid for those days upon which work would be scheduled and was not made available.

Notice of layoff shall not apply where the Employer can establish that the results are from an act of God, fire or flood, or other cause beyond its control.

(c) **Recall**

- (i) Employees on layoff shall be recalled in order of seniority on the basis of last off, first on, within the classification provided the employee being recalled has the capabilities to perform the work available.
- (ii) Employees shall receive seven (7) calendar days notice of recall by registered mail or courier. Employees failing to report for work within seven (7) calendar days of the date of receipt of the notice of recall shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the seven (7) calendar day provision.
- (iii) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year.

17.09 Contracting Out

The Employer agrees not to contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit.

ARTICLE 18 - TERMINATION OF EMPLOYMENT**18.01 Employee Notice of Termination**

Employee's shall make every effort to give twenty-eight (28) calendar days notice when terminating their employment.

18.02 Employment Abandoned

Any employee who fails to report for work and does not notify her Supervisor within three (3) work days and who cannot give an acceptable reason for her absence shall be considered as having abandoned her position.

ARTICLE 19 - SCHEDULING PROVISIONS**19.01 Scheduling Provisions**

- (a)
 - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, excepting statutory holidays, and post these at least four (4) weeks in advance of their effective date.
 - (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
 - (iii) At a mutually agreed upon time the statutory holiday entitlement will either be scheduled into the rotation on a monthly basis or once every three (3) months in one consecutive period.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted then the

application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

- (e) Employees may exchange shifts with the approval of the Employer, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) Regular Full-Time employees shall not be required to work three (3) different shifts (days, evenings, nights) in any six (6) consecutive day period posted in their work schedules.
- (g) Regular employees shall be scheduled off duties an average not less than three (3) weekends in each nine (9) week period except as currently in place as may be amended by mutual agreement of the Union and the Employer (see Memorandum of Agreement #4). For the purpose of this subsection, weekend shall be defined as commencing at 07:30 on Saturday and continuing up to 07:30 on Monday.
- (h) Employees shall not be required at any time to work more than six (6) consecutive shifts and employees shall not receive at any time less than two (2) consecutive days off.

19.02 Type of Work to be Performed

The nature of retirement residences is such that at times it is necessary for an employee to perform work not normally required in an employee's job and therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which the employee is not trained.

19.03 Work Schedules

Work Schedules should be determined by mutual agreement. Any proposed changes to the length of the shift can only occur through the process of mutual agreement. Mutual agreement shall be sought by:

1. The Employer giving employees a clear and detailed outline of what it wishes to do.
2. The Employer giving good reason(s) for making the proposal in the first place and it must express the reason(s) to the employees and be prepared to engage in dialogue with respect thereto.
3. The Employer inviting a reply from the employees and it must give the employees reasonable opportunity to formulate a reply and to

make their own proposal(s).

4. The Employer giving bonafide consideration to any proposals which employees might put forward and be prepared to show rejections thereof as reasonable in light of its proper objectives.
5. Within this frame, the Employer must make every reasonable effort to secure mutuality.
6. The Employer's actions and its proposed schedule of shifts must not be in breach of any other provisions in the Collective Agreement.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

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

20.02 Hours of Work

- (a) The regular work day for regular full-time employees shall be at least seven and one half (7-1/2) hours or such other period as mutually agreed to by the parties, exclusive of a one-half (1/2) hour unpaid meal break.
- (b) Where a regular employee cannot leave the building during her meal break, the employee's regular hours of work shall be eight (8) hours, inclusive of a one half (1/2) hour paid meal break.

20.03 Rest and Meal Periods

All employees working more than a six (6) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.

All employees working less than a six (6) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period.

All employees working more than five (5) hours will receive a thirty (30) minute unpaid meal break scheduled as closely as practical to the middle of the work day.

Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.

20.04 Split Shifts

An employee may, for emergency reasons, be requested to work a split shift.

20.05 Full-Time Positions

Based on operational needs the Employer will endeavour to create as many Full-Time positions as possible.

20.06 Terms and Conditions for Casual Employees

1. Casual employees shall be employed to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than thirty (30) calendar days.

Casual employees are entitled to the benefits set out in the Collective Agreement except as set out below:

Article 13	Probationary Period
Article 17 (except 17.02 and 17.03)	Technological Changes
Article 18.01	Employee Notice of Termination
Article 19	Scheduling Provisions
Article 21.02	Employees Working on Scheduled Days Off
Article 21.04	Declining Overtime
Article 23.01	Call Back
Article 28	Vacations

Article 29	Compassionate Leave
Article 30	Special Leave
Article 31	Sick Leave
Article 34	Leave Un-Paid
Article 37	Health Care Plans
Article 38	Short Term Disability/Long Term Disability
Article 39	Group Life Insurance
Article 41	Employment Insurance

2. Casual employees shall be called in to work in the order of their seniority.
3. Where a regular employee whose position is being filled by a casual employee will not return to her position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01 and 16.01 of the Agreement.
4. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy when there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
5. Casual employees shall accumulate seniority on the basis of the number of actual hours worked. For purposes of relating the seniority of a casual employee to that of regular employees the seniority date or initial hiring date of such employee shall be calculated by:
 - i) dividing his/her number of seniority hours by a factor of seven and one half (7.5) which shall be determined to be the number of days worked, and then

-
- ii) taking the number of days derived under subsection (1) herein and backdating from the applicable date the number of calendar days thus determined.
6. The manner in which casual employees shall be called to work shall be as follows:
- i) The Employer shall maintain a casual list for each classification in which casual employees may be used. Qualified employees may register for more than one classification subject to the operational needs for extra casual employees in that department. Seniority within classification listing is based on facility wide seniority.
 - ii) The Employer shall call by telephone only those casual employees who are qualified in the classification at a number provided by the employee. The Employer shall commence by calling the most senior casual employee in the classification and so on. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
 - iii) Only one call need to be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. If the caller encounters an answering machine or pager they are to leave a message that they called at what time.
 - iv) Casual employees are to submit their monthly availability in writing two (2) weeks prior to the first (1st) day of each month. Where a casual employees repeatedly declines work opportunities the Employer and the Union shall meet to discuss the bona fides of the situation and the continued employment of the employee.
7. Casual Employees that have not been called in for a period of nine (9) months will be considered to no longer be a casual employee with Berwick on the Lake.
8. The casual list shall be revised and updated every three (3) months in descending order of the most hours worked to the least. Within two weeks of each adjustment date the Employer shall send to the Union a revised copy of the casual seniority list.
9. Casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours.

A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Agreement.

Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13 but will be required to complete the qualifying period.

10. Casual Employees shall receive ten point four percent (10.4%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
11. A regular employee who is laid off shall be entitled to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall only be entitled to the terms and conditions of employment applicable to casual employees. The seniority for such employees will be converted to hours worked for the purposes of placement on the Casual seniority list.

Laid off employees opting to transfer to casual shall not be forfeiting their rights under Article 17.08 (c) Recall.

For purposes of converting a regular employees seniority to hours worked the following formula shall be used:

Service seniority multiplied by the number of full time hours in that period (i.e. Service seniority of 1 year x annual hours = 1950 hours service seniority of 1 month x monthly hours = 162.5 hours).

12. Regular part time employees may register for casual work. Such regular part time employees will be assigned casual work in accordance with the following:
 - i) For casual assignments of four (4) shifts or less, a part time employee shall be deemed unable to work the casual assignment when the regular schedule of the part time employee conflicts with the casual assignments.
 - ii) For casual assignments of five (5) shifts or more, the senior part time employee within the classification shall be offered the casual assignment. If the senior part time employee accepts the casual assignment, any shifts left vacant by the assignment of the senior part time employee shall be filled through the regular call-in procedure.

-
- iii) Casual assignments shall not require any casual employee to work in excess of five (5) shifts in any consecutive seven (7) day period without two (2) days off.
13. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
- Casual employees shall be credited with previous experience pursuant to the calculation and two (2) year criteria as set in Article 14.10.
14. Casual employees who are required to work on Christmas or New Years will be paid at the rate of double time (2 X) for hours worked on that day.
- Casual employees who are required to work on a designated statutory holiday other than Christmas or New Years Day will be paid at the rate of time and one half (1-1/2) for hours worked on that day.
15. Casual assignments shall not require any casual employee to work in excess of forty (40) hours in any one (1) week without the payment of overtime.

ARTICLE 21 - OVERTIME

21.01 Application of Overtime

An employee who is requested by the Employer to work additional time beyond seven and one half (7-1/2) hours per day, except as set out in 20.02 (b), will be entitled to:

- time and one-half of their basic hourly rate of pay for the first three (3) hours of overtime and double-time (2x) thereafter.

An employee who is requested by the Employer to work additional time beyond thirty-seven and one half (37-1/2) hours per week, except as set out in 20.02 (b), will be entitled to:

- time and one-half for the first seven and one half (7-1/2) hours per week and double time (2x) thereafter.

Overtime hours paid for on a daily basis will not be used in the calculation of weekly hours.

21.02 Employees Working on a Schedule Day Off

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

21.03 Payment of Overtime

Overtime pay shall be paid in the pay period in which it is earned as is the current practice.

21.04 Declining Overtime

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Where an Employee does not agree that an emergency exists, she shall work the overtime and may file a grievance later.

21.05 Employees Working Less than Normal Hours

An employee working less than the normal hours per day of a Full-Time employee, and who is requested to work longer than her regular work day, shall be paid at the rate of straight time for the hours in the work day of a Full-Time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a Full-Time employee.

21.06 Employees Working Less than Normal Days Per Week

An employee working less than the normal days per week of a Full-Time employee who is requested to work other than her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a Full-Time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a Full-Time employee.

21.07 Employees Working Overtime Adjoining Shift

An employee required to work overtime adjoining her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 22 - SHIFT PREMIUMS

22.01 Evenings and Nights

An employee working evenings and nights, as defined in Article 22.02 shall receive a premium for all hours worked on such shifts, as follows:

Evenings	\$1.00 per hour
Nights	\$1.00 per hour

22.02 Definition of Shifts

Evening shift is defined as any shift in which the majority of hours worked fall between the hours of 3:30 p.m. (1530 hours) and 11:30 p.m. (2330 hours). Night shift is defined as any shift in which the majority of hours worked fall between the hours of 11:30 p.m. (2330 hours) and 7:30 a.m. (0730 hours).

ARTICLE 23 - CALL BACK

23.01 Employees Called Back

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

23.02 Transportation Allowance

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her motor vehicle to work an allowance of fifty cents (50¢) per kilometer from the employee's home to the Employer's place of business and return.

ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT

24.01 Statutory Requirement

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours pay at her regular rate of pay if she does not commence work, and a minimum of four (4) hours pay at her regular rate if she commences work.

ARTICLE 25 - ON-CALL DIFFERENTIAL

25.01 On-Call Differential

Employees required to be on-call shall be paid an on-call differential of one dollar (1.00) per hour, or portion thereof.

25.02 Minimum Hours

The minimum on-call requirement shall be four (4) consecutive hours. Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

25.03 Call Restrictions

No employee shall be required to be on-call during more than one calendar week in any six calendar week period, and no more than one weekend in every four calendar week period. This restriction will not apply with regard to employees performing non-bargaining unit work as set out in Article 14.04.

25.04 Responsibility Pay

A nurse assigned to be in charge of the facility to perform duties designated by the Employer, shall be paid a premium or one dollar (\$1.00) per hour for all hours worked in such capacity.

ARTICLE 26 - TRANSPORTATION ALLOWANCE**26.01 Reimbursement for Use of Employee Vehicle**

For occasions when an employee is authorized to use her vehicle while on the Employer's business, reimbursement of fifty (50) cents per kilometer will be provided.

26.02 ICBC Business Insurance

Where an employee is authorized to use his/her own vehicle while on the Employer's business for a sufficient number of occasions in a month to require ICBC business insurance on their vehicle, the Employer shall reimburse the employee for that portion of the ICBC vehicle insurance premium relating to business use of her vehicle.

ARTICLE 27 - STATUTORY HOLIDAYS**27.01 Statutory Holidays**

Regular employees shall receive the following statutory holidays with pay:

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

- (a) The intent of this article is that there shall be no more than eleven (11) paid holidays in each calendar year.
- (b) For clarification purposes of when a statutory holiday begins and ends, the first shift of the day shall be the shift where the majority of the hours are completed before 8:00 a.m.
- (c) Where one of the above statutory holidays falls on a Saturday or Sunday, an alternate day may be designated by the Employer as the statutory holiday.

27.02 Statutory Holiday Lieu Pay

- (a) Statutory holiday pay for regular employees that work an average of thirty (30) hours or more per week on a continuing basis will be computed on the basis of the number of hours the employee would have worked had there been no statutory holiday, at the regular rate of pay.
- (b) Regular part time employees who work an average of less than thirty (30) hours per week on a continuing basis shall receive four point four percent (4.4%) of their basic rate of pay on each pay in lieu of statutory holiday pay.
- (c) For clarification purposes of when a statutory holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

27.03 Statutory Holiday on a Day Off

Where a paid statutory holiday falls on a regular employees scheduled day off or in a vacation period, the employee will receive an additional day off with pay.

27.04 Absences of a Statutory Holiday

- (a) Any employee scheduled to work on a statutory holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a doctor's certificate, or due to bereavement, in which case the employee will receive statutory

holiday pay as stipulated in Article 27.02 above.

27.05 Super Stats

Regular employees who work on Christmas Day or New Years Day will be paid at the rate of double time (2x).

In addition, regular full-time and regular part-time employees that work an average of thirty (30) or more hours per week on a continuous basis will receive a substitute day off with pay at their regular rate of pay equivalent to the number of hours the employee would have worked had there been no statutory holiday.

27.06 Statutory Holiday Pay for Regular Employees

Except as set out in Article 27.05, Regular employees who are required to work on a designated statutory holiday will be paid at the rate of time and one half (1-1/2) for hours worked on that day.

In addition, Regular Full-Time and Regular Part-Time employees that work an average of thirty (30) or more hours per week on a continuous basis will receive a substitute day off with pay at their regular rate of pay equivalent to the number of hours the employee would have worked had there been no statutory holiday.

27.07 Pay for Overtime on a Statutory Holiday

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided for in this article, the employee shall be paid overtime at the rate of time and one half (1-1/2) the premium statutory holiday rate for all hours worked beyond those provided for in Article 20.02.

27.08 Christmas Day or New Year's Day Off

The Employer shall make every effort, taking into account the needs of the operations, to schedule either Christmas Day or New Year's Day off for employees so requesting.

ARTICLE 28 - VACATIONS

28.01 Vacation Based on Length of Service

Regular employees shall be entitled to vacation leave based on length of service.

The vacation year is from anniversary date to anniversary date.

Regular employees who terminate prior to their first anniversary date shall

only receive vacation pay calculated at six percent (6%) of gross wages.

28.02 Vacation Entitlement

Years of Employee Service	Days of Vacation	Vacation Pay
1 year's continuous service	- 15 workdays' vacation	6%
2 year's continuous service	- 15 workdays' vacation	
3 year's continuous service	- 20 workdays' vacation	8%
4 year's continuous service	- 20 workdays' vacation	
5 year's continuous service	- 20 workdays' vacation	
6 year's continuous service	- 21 workdays' vacation	
7 year's continuous service	- 22 workdays' vacation	
8 year's continuous service	- 23 workdays' vacation	
9 year's continuous service	- 24 workdays' vacation	
10 year's continuous service	- 25 workdays' vacation	10%

Regular Part-Time employees will earn vacations on a prorated basis.

28.03 Vacation Period

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer. The Employer shall permit annual vacations to be taken during the entire year. Employees should submit their vacation request by March 31st. The Employer will post an approved vacation list by April 30th. Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement. Vacation requests submitted after March 31st will be on a first come first serve basis and shall be approved in a timely manner, and in no case, greater than fourteen (14) days from the date of the request.

28.04 Splitting of Vacation Periods

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

28.05 Vacation Pay

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation for

each vacation period.

28.06 Vacations Carry Over

An employee may request, in writing, to carry over vacation to the next vacation year to a maximum of ten (10) days, upon receiving the approval of the Administrator. Any carry-over must be taken within the first three (3) months of the next vacation year.

28.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

28.08 Reinstatement of Vacation Days - Hospitalization

Upon the Employer receiving proper documentation that an employee was hospitalized or a bereavement leave occurred during the vacation, then there shall be no deduction from her vacation credits.

In the event an employee is ill, or injured, prior to the start of their vacation, such that they cannot begin their vacation, the employee may advise the Employer, and the vacation would then be rescheduled to a later time.

28.09 Employee Called Back to Work

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

ARTICLE 29 - COMPASSIONATE LEAVE

29.01 Compassionate Leave

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

Such compassionate leave shall be granted to employees who are on other paid leaves of absence. When compassionate leave of absence with

pay is granted, any concurrent paid leave credits used shall be restored.

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

ARTICLE 30 - SPECIAL LEAVE

30.01 Family Responsibility Leave

On ratification an employee may request two (2) paid days in each calendar year.

ARTICLE 31 - SICK LEAVE

31.01 Earning of Sick Leave

Regular Full-Time employees will receive sixteen (16) hours of sick leave each January 1st and will be eligible to earn paid sick leave at the rate of eight (8) hours for each additional month to a maximum of fifty-two (52) hours per year.

Regular Part-Time will earn sick leave on a prorated basis.

31.02 Sick Leave Entitlement - Bonus Hours

An employee in a designated position will be eligible for "bonus hours" to the next year as follows:

- (a) an employee with no ill time in the previous calendar year will receive ten (10) bonus hours for a full-time employee or prorated for a part time employee.
- (b) an employee who has take one to four (1 to 4) days ill in the previous calendar year will receive seven and one-half (7-1/2) hours for a full time employee prorated for a part time employee.

The carried over bonus hours will be used to top up ill time upon depletion of earned sick leave in Article 31.01.

31.03 Doctor's Certificates

A Doctor's Certificate may be requested by the Employer for absence due to illness in excess of three (3) days in order to ensure that the employee is medically able to resume full duties.

31.04 Sick Leave Pay Granted for Injury of One (1) Day or Less

Covered under Article 31.06.

31.05 Employees Qualifying for Workers' Compensation

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. 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. Sick leave pay of one (1) day may be paid from an employee's accrued sick leave credits for time not covered by Workers' Compensation for the first day of accident or illness.

31.06 Sick Leave Computed in Work Days

Sick leave pay may be taken in hourly increments up to one (1) scheduled work day.

31.07 Application for Sick Leave Pay

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

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

31.08 Employees with More than One (1) Year of Service

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

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

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

31.09 Employees with Less than One (1) Year of Service

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

ARTICLE 32 - EDUCATIONAL LEAVE**32.01 Employer Requested Leave**

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

32.02 In-Service Education

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

32.03 Employees Requesting Long Term Leave

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

- (a) The employee shall give the longest possible advance notice in writing, but in no event less than fourteen (14) calendar days. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months advance notice in writing of such request.
- (b) The Employer shall not unreasonably deny such requests, providing that replacements to ensure proper operations can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 33 - JURY DUTY**33.01 Jury Duty**

Regular employees who serve on a jury or are called as witnesses for the Crown or the defense, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence with pay.

Should the employee receive any witness or jury fees, these amounts will be deducted from the employee's pay during the period noted above. The amount of the deduction shall not exceed the employee's regular rate of pay for the period noted above.

The employee shall not be required to turn over any monies received for travel allowance or meal allowance.

The maximum amount of paid leave under this provision that any employee may receive is fifteen (15) days per calendar year.

ARTICLE 34 - LEAVE - UNPAID**34.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to her Supervisor. The Employee shall give at least fourteen (14) calendar days notice to minimize disruption of staff. Such request for leave shall not be unreasonably withheld by the Employer. Notice of the Employer's decision shall be given in writing to the employee within seven (7) calendar days of receipt of the request.

In cases where an employee is on leave for a period of more than one (1) month, then the employee must provide a letter confirming their return date at least fourteen (14) calendar days prior to returning to work.

34.02 Unpaid Leave - Affecting Seniority and Benefits

An employee granted an unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits (if applicable) and shall return to her former job and increment step.

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

34.03 Unpaid Leave - Union Business

The Employer shall grant leaves of absence to employees to attend Union Conventions and other Union business. Seniority and all other benefits shall accumulate during such leave. The union agrees that such leave will not unduly affect the proper operation of the Employer.

In requesting such leaves of absence, the Union shall give fourteen (14) days written notice to the Employer. The Employer will respond to the request in writing within seven (7) calendar days.

Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union. The reimbursement shall cover the cost for wages and benefits for that employee and shall be made in a timely fashion.

34.04 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence for up to ninety (90) calendar days to enable them to run for elected public office.

ARTICLE 35 - MATERNITY AND PARENTAL LEAVE**35.01(A) Maternity Leave**

1. A pregnant employee who requests leave under this clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - (a) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) Ending
 - (i) no earlier than six (6) weeks after the actual birth date
 - (ii) no later than seventeen (17) weeks after the actual birth date.

-
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
 3. An employee is entitled to up to six (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 subsection (1) or (2).
 4. A request for leave must:
 - (a) be given in writing to the Employer except where a medical emergency occurs,
 - (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) 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 subsection (3).
 5. A request for a shorter period under subsection (1) (b) (i) must:
 - (a) be given in writing to the Employer at least two (2) weeks before the date the employee proposes to return to work, and
 - (b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

35.01 (B) Parental Leave

1. An employee who requests parental leave under this section is entitled to:
 - (a) for a birth mother who takes leave under Article 35.01 (A) in relation to the birth of the child or children with respect to whom parental leave is to be taken, up to thirty-five (35) consecutive weeks or unpaid leave beginning immediately after the end of the leave taken under Article 35.01 (A) unless the Employer and the employee agree otherwise.

-
- (b) for a birth mother who does not take leave under article 35.01 (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
 - (c) for the birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is designated to be the responsibility of the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
3. A request for leave must:
- (a) be given in writing to the Employer.
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin the leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under Article 35 (A) and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 35 (A) (3) or subsection (2) of this clause.

35.01 (C) Adoption Leave

An employee is eligible for parental leave under Article 35 (B) (1) (d) for leave to care for a newly adopted child.

35.02 Seniority Rights and Benefit Entitlements

- (a) an employee while on such maternity, parental, or adoption leave shall continue to accrue seniority.
- (b) In accordance with the Employment Standards Act, the services of

an employee who is absent from work in accordance with this Article shall be deemed continuous for the purposes of calculating annual vacation entitlements and all health and welfare plans beneficial to the employee, and the Employer shall continue to make payments to the plans in the same manner as if the employee were not absent where:

- (1) the Employer pays the total cost of the plan, or
- (2) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

If an employee fails to return to work, the Employer will be reimbursed for monies paid under this section. Vacation entitlement earned but not taken prior to the leave, and vacation entitlement earned during the leave, pursuant to this clause may only be carried over by mutual agreement to the following calendar year. Payment for vacation in any calendar year shall be calculated at the appropriate percentage (based on years of service) of the actual salary earned during that calendar year.

- (c) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY

36.01 Safe and Healthy Work Environment

The parties mutually recognize the benefits to be derived from maintaining a safe and healthy work environment and that the Employer and the employees shall co-operate in striving to maintain health and safety conditions.

The Employer and the Union, in keeping with the relevant legislation, agree to promote the development of safe working practices amongst employees, in order to reduce health hazards and the risk of accidents.

An employee who suspects that an unsafe or unhealthy condition exists will report this to the Supervisor at the first reasonable opportunity. If the unsafe or unhealthy condition continues to exist then the Employee shall report the condition to the Occupational Health and Safety Committee Chairperson.

The Employer and the Union agree to establish and maintain a Safety Committee comprised of two (2) Union members chosen by the local union and two (2) Employer representatives appointed by the Employer.

The Committee shall meet on a monthly basis.

36.02 Aggressive Behaviour

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. The Employer will provide care instruction to staff about managing the aggressive behaviour.

36.03 Vaccination and Immunization

Any Employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination or immunization when required, may be dismissed from the service of the Employer. Where an Employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. When requested to take a medical examination, it will be by a physician of the employees choice.

Where vaccination or immunization is recommended by the Employer or the Occupational Health and Safety Committee, as an appropriate or necessary precaution and is not otherwise available to an employee without direct cost, the Employer will pay the cost.

The Employer agrees to take all reasonable precautions, including in-service seminars to limit the spread of infectious diseases among employees.

Where the Employer identifies high risk areas, which may expose employees to infectious or communicable diseases for which there are protective immunization available, such immunization shall be provided at no cost to the employee.

The Employer shall provide Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

Employees may be required by the Employer to take other tests, such as x-rays, medical examinations, immunizations or vaccination (excluding rubella if any Employee is of the opinion that a pregnancy is possible). All costs for such procedures shall be at the expense of the Employer.

If the Employee's physician has advised the Employee against any of the above procedures, as it may have an adverse effect on the Employee's health, the Employee will be required to provide written medical documentation to the Employer to be excluded.

It is understood and agreed that any employee refusing without sufficient medical grounds, to take medical or x-ray examinations at the request of the Employer, or to undergo vaccination or immunization when required, may be dismissed from the service of the Employer.

ARTICLE 37 - HEALTH CARE PLANS

Employees will become eligible upon completion of her probationary period for the following benefits and will maintain such benefits provided that the following occurs:

Full-time employees must work an average of thirty (30) hours per week in a designated position to maintain coverage.

Part-Time employees must work an average of twenty-one (21) hours per week in a designated position and will be entitled to benefit premiums on a pro-rated basis.

37.01 Eligibility

Employees will become eligible upon completion of her probationary period for the following benefits and will maintain such benefits provided that the following occurs:

Full-time employees must work an average of thirty (30) hours per week in a designated position to maintain coverage.

Part-time employees must work an average of twenty-one (21) hours per week in a designated position and will be entitled to benefit premiums on a pro-rated basis.

37.02 Medical Plan

Effective January 1st, 2007 the Employer shall pay one hundred percent (100%) of the premiums for the British Columbia Medical Services Plan for full-time and part-time employees.

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

37.03 Dental Plan

Effective January 1st, 2007 the Employer shall pay one hundred percent (100%) of the premiums for full-time and part-time employees.

Coverage: 80% of Plan A – Basic
50% of Plan B
The maximum coverage under Plan B is \$1,500.00 per year.

37.04 Extended Health Care Plan

Effective January 1st, 2007 the Employer shall pay one hundred percent (100%) of the premiums for full-time and part-time employees.

The company shall provide eligible employees with the blue net card.

Eye examinations Seventy dollars (\$70.00) every Two (2) years.

Prescription Glasses Up to two hundred dollars (\$200.00) every two (2) years.

ARTICLE 38 - SHORT-TERM DISABILITY AND LONG-TERM DISABILITY PLAN

38.01 Short-Term Disability

Effective June 1st, 2003 the Employer shall pay one hundred percent (100%) of the premiums for full-time employees and seventy-five percent (75%) for Part-Time employees. Effective January 1st, 2007 the Employer shall pay one hundred percent (100%) of the premiums for full-time and part-time employees.

An employee can apply for short-term disability benefits.

Upon approval, benefits will start on the eighth (8th) day of accident, illness, or hospitalization and continue for up to a maximum of sixteen (16) weeks.

The plan will provide for a payment of sixty-six and two thirds (66 2/3) weekly earnings up to eight hundred dollars (800) per week.

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.

38.02 Long-Term Disability

Effective September 1st, 2004 the Employer shall pay one hundred percent (100%) of the premiums for full-time employees and seventy-five percent (75%) for Part-Time employees. Effective January 1st, 2007 the Employer shall pay one hundred percent (100%) of the premiums for full-time and

part-time employees.

An employee is eligible for long-term disability benefits after exhausting short-term disability benefits.

Upon approval, the plan will provide for a payment of sixty-six and two thirds (66-2/3) of monthly earnings up to thirty-five hundred dollars (3,500) per month.

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.

ARTICLE 39 - GROUP LIFE INSURANCE

Employees will become eligible upon completion of her probationary period for this benefit and will maintain such benefits provided that the following occurs:

Full-time employees must work a minimum of thirty (30) hours per week in a designated position to maintain coverage.

Part-Time employees must work a minimum of twenty-one (21) hours per week in a designated position and will be entitled to the benefit on a pro-rated basis as indicated below.

39.01 Eligibility

Employees will become eligible upon completion of her probationary period for this benefit and will maintain such benefits provided that the following occurs:

Full-time employees must work a minimum of thirty (30) hours per week in a designated position to maintain coverage.

Part-time employees must work a minimum of twenty-one (21) hours per week in a designated position and will be entitled to the benefit on a pro-rated basis as indicated below.

39.02 Life Insurance

Effective September 1st, 2002, the Employer shall pay one hundred percent (100%) of the premiums for Full- Time employees and seventy-five percent (75%) of the premiums for Part-Time employees. Effective January 1st, 2007 the Employer shall pay one hundred (100%) of the premiums for full-time and part-time employees.

-
- Eligible employees shall be covered to one times annual salary. Effective January 1st, 2009 the Life Insurance shall increase to 1.5 times annual salary.
 - Death of an employee's spouse shall be covered to 5,000.
 - Death of an employee's child shall be covered to 2,500.
 - The plan will include coverage for accidental death and dismemberment
 - Coverage will be reduced by fifty percent (50%) at age sixty-five (65) and continue to age seventy (70).

ARTICLE 40 – REGISTERED RETIREMENT SAVINGS PLAN

40.01 Policy

1. If regular full-time or part-time employees wish to participate in the Berwick self directed RRSP plan, they are to contact their Manager.
2. The Manager will then contact Berwick's payroll officer who will provide the employee the necessary registration documents and information package. Seven days after the documents have been signed by the employee and returned to the payroll officer, the employee may contact the Group Plan representative directly with respect to their plan.
3. Any participation in the self directed RRSP plan is by staff contributions only; no monies are contributed by the Employer.
4. The amount invested to be determined by the staff member and automatically withdrawn each pay day and forwarded to the investment company. This amount can be adjusted upon written instructions provide to Berwick's payroll officer, via their manager.
5. The RRSP contribution can be stopped at any time upon written instructions provided to Berwick's payroll officer, via their manager.

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

41.01 Employment Insurance Act

Include attached company policy.

ARTICLE 42 - VOLUNTEERS**42.01 Conditions**

It is agreed that Volunteers have a role at Berwick on the Lake and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 43 - PRINTING OF THE AGREEMENT**43.01 Distribution and Cost**

The Union shall print the Collective Agreement in an agreed format, and shall provide sufficient copies for the Employer to distribute copies of the Collective Agreement to employees.

The Union and the Employer shall each contribute fifty (50) percent to the cost of printing the Collective Agreement.

ARTICLE 44 - BINDING TRIBUNAL**44.01 Selection of Board**

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

ARTICLE 45 - WAGE SCHEDULES**45.01 Payment of Wages**

Employees shall be paid by direct deposit made every second Friday. The statement given to employees with their pay cheques shall include a statement listing statutory holidays paid, adjustments including overtime,

sick pay entitlement (in hours), and an itemized summary of deductions.

ARTICLE 46 - PARKING

46.01 Current Practice

The Employer will endeavor to continue with the current practice of employee parking, subject to resident and guest demand for parking.

ARTICLE 47 - PROFESSIONAL RESPONSIBILITY

47.01 Employee Concerns

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

- (a) nursing practice conditions
- (b) safety of residents and nurses
- (c) workload

47.02 Discussion with Care Coordinator

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

47.03 Unusual Occurrence Report Form

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

47.04 Labour/Management Committee Meeting

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

47.05 Matter May be Grieved

If the concern is not resolved to the employee's satisfaction she may request the issue be heard by a Troubleshooter or may file a grievance in accordance with Article 9 of this agreement.

BERWICK ON THE LAKE
AGREEMENT FROM MARCH 17, 2008 TO DECEMBER 31, 2008

WAGE SCHEDULE

	January 1, 2008	Level	January 1, 2009	January 1, 2010
B.C. Nurses Union				
Nurses	\$25.82	1	\$26.72	\$27.53
	\$27.38	2	\$28.34	\$29.19
	\$28.15	3	\$29.14	\$30.01
	\$28.93	4	\$29.94	\$30.84
	\$29.70	5	\$30.74	\$31.66
	\$30.48	6	\$31.55	\$32.49
	\$32.03	7	\$33.15	\$34.15
	\$32.29	8	\$33.42	\$34.42
	\$33.33	9	\$34.50	\$35.53
Hospital Employees' Union				
Licenced Practical Nurse	\$24.11	1	\$24.95	\$25.70
	\$24.40	2	\$25.25	\$26.01
Care Aides and Recreation Assistantant	\$16.96	1	\$17.55	\$18.08
	\$17.54	2	\$18.15	\$18.70
Housekeeper and Laundry Worker	\$14.69	1	\$15.20	\$15.66
	\$15.25	2	\$15.78	\$16.26
Relief Receptionist	\$16.39	1	\$16.96	\$17.47

MEMORANDUM OF AGREEMENT #1
BETWEEN
BERWICK ON THE LAKE AND
THE POLYPARTY UNION OF THE
HOSPITAL EMPLOYEE'S UNION
AND
BRITISH COLUMBIA NURSES' UNION

Subject: Co-op Students

The Parties recognize that Co-op students may be employed at Berwick on the Lake in keeping with the following conditions.

- (a) The student is from a recognized college or university and is registered in a co-op program that is recognized by the school.
- (b) The student will be employed for a term certain with a start and finish date of hire.
- (c) The student rate of pay will be the starting rate of pay in the classification minus two dollars (\$2.00), but at no time less than ten dollars (\$10.00) per hour.
- (d) This position will be in addition to the staff levels and the student will be a member of the Union during the period of the contract.
- (e) In the event that regular employees, in the classification where the Co-op student will be assigned, are working with reduced hours, the Employer shall increase the employees hours in that classification to normal levels before a student is hired.
- (f) The Employer shall notify the local Chief Shop Steward concerning the number of students to be hired, the department they will be working in, the hours of work, the duration of their employment. This will be done prior to the student commencing work.

MEMORANDUM OF AGREEMENT #3
BETWEEN
BERWICK ON THE LAKE AND
THE POLYPARTY UNION OF THE
HOSPITAL EMPLOYEE'S UNION
AND
BRITISH COLUMBIA NURSES' UNION

Subject: Exclusions

The parties agree that the following positions are not within the scope of the bargaining unit, and bargaining unit duties performed by these excluded positions can continue into the future.

Marketing Coordinator
Administrative Secretary
Care Coordinator
Recreation Coordinator

In the case of the Care Coordinator the position will be considered as excluded until the employee currently in the position permanently leaves the position.

At the time that the employee permanently leaves the position the parties will meet to review the situation and if there is not agreement that the position remain outside the bargaining unit then the parties will utilize Section 139 of the British Columbia Labour Relations Code to resolve the matter.

MEMORANDUM OF AGREEMENT #4
BETWEEN
BERWICK ON THE LAKE AND
THE POLYPARTY UNION OF THE
HOSPITAL EMPLOYEE'S UNION
AND
BRITISH COLUMBIA NURSES' UNION

Subject: Article 19 – Scheduling

With regard to subsection 19.01 (g) of this Article the following positions are recognized as current exceptions:

Staff Nurse c Evening Shift (M. Higgin)

Housekeeper/Laundry Worker - Day Shift (L. Sharratt)

Should any of these positions become vacant, the Employer shall post the positions pursuant to Article 16.01 or amend the schedule pursuant to Article 19.03 and post the position.

Note:

The Parties hereto have agreed to meet in a timely manner during the term of the Agreement to mutually agree to a new shift schedule to eliminate the requirement for two of the three employees affected by this Memorandum.

It is understood and agreed that any new shift schedule agreed to by the Parties shall not result in additional benefit costs to the Employer.

At such time as the new shift schedule is implemented, the requirement Michelle Higgins will be removed from this memo.

MEMORANDUM OF AGREEMENT #5
BETWEEN
BERWICK ON THE LAKE AND
THE POLYPARTY UNION OF THE
HOSPITAL EMPLOYEE'S UNION
AND
BRITISH COLUMBIA NURSES' UNION

Subject: Unpaid Leave for Union Business - Casual Employees

The parties agree to continue the existing practice of crediting casual employees with seniority for time spent in the conduct of official union business as defined under the terms of the collective agreement.

LETTER OF UNDERSTANDING #1
BETWEEN
BERWICK ON THE LAKE
AND
THE BRITISH COLUMBIA NURSES' UNION
HOSPITAL EMPLOYEES UNION

**Re: Interpretation of Article 2.01c Definition of Employee Status and
Memorandum of Agreement #2 c Terms and Conditions for Casual
Employees**

Effective April 16, 2003, it is agreed between the parties that in the interpretation of the above-noted provisions, the conversion of casual hours to regular employee seniority date shall apply only in circumstances involving a competition between members of the bargaining unit. The conversion of casual hours to seniority date will not change entitlement to monetary benefits which is to be established based on date of hire in the regular position.

LETTER OF UNDERSTANDING #3

BETWEEN

BERWICK ON THE LAKE

AND

**THE BRITISH COLUMBIA NURSES' UNION
HOSPITAL EMPLOYEES UNION**

Re: Christmas Day

In addition to expectations of Article 27, section 27.09, (The Employer shall make every effort, taking into account the needs of the operation, to schedule either Christmas Day or New Year's Day off for employees so requesting). The Employer shall schedule Christmas Day off every other year for employees so requesting, and this provision shall apply except where emergencies conditions occur beyond the control of the Employer.

LETTER OF UNDERSTANDING #4
BETWEEN
BERWICK ON THE LAKE
AND
THE BRITISH COLUMBIA NURSES' UNION
HOSPITAL EMPLOYEES UNION

RE: Article 31, Section 31.03 – Doctor's Certificates

In addition to expectations of Article 31.03, (A Doctor's Certificate may be requested by the Employer for absence due to illness in excess of three (3) days in order to ensure that the employee is medically able to resume full duties), the Employer will continue current practice of paying for said certificates to a maximum of 35.00 when an invoice is submitted by the employee.

Signed on behalf of:

BERWICK ON THE LAKE

Date: _____

BRITISH COLUMBIA NURSES' UNION

Date: _____

HOSPITAL EMPLOYEES UNION

Date: _____

H:\Bargaining Documents\GULZAR\BARGAINING FILES (AGREEMENT) - 2003\Berwick on the Lake\BERWICK ON THE LAKE JULY 24, 2008.doc