

# **COLLECTIVE AGREEMENT**

between

**Burvic Holdings Ltd.**

and



**Canadian Office & Professional Employees  
Union, Local 378**

Effective Date: January 1, 2010

Expiry Date: April 30, 2011

**COLLECTIVE AGREEMENT**

**BETWEEN: BURVIC HOLDINGS LIMITED**

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

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***Effective: January 1, 2010 to April 30, 2011***

**This Agreement entered into this 1<sup>st</sup> day of January, 2010**

**BETWEEN: BURVIC HOLDINGS LIMITED**  
(hereinafter referred to as the "Employer")

*Party of the First Part;*

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**  
(hereinafter referred to as the "Union")

*Party of the Second Part;*

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### **ARTICLE 1 — PURPOSE**

**Section 1** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees and in recognition whereof, the Parties hereto covenant and agree as follows:

**Section 2** Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.

### **ARTICLE 2 — UNION SECURITY and RECOGNITION**

**Section 1** This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Code. The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining unit and who fall within the classifications listed in Appendix "A" or such new classification as may from time to time be established by the Parties.

**Section 2** Nothing in this Agreement requires any existing or future bargaining unit employees to become members of the Union, as a condition of employment or otherwise. The Employer agrees that all employees in the bargaining unit, as a condition of employment (whether or not members of the Union but excluding those exempted under Section 11 of the Labour Code), shall pay dues to the Union. All new employees must abide by this Section.

If an employee fails to pay dues for two (2) successive months, the Union has the right to request that employee's discharge by written notice to the Employer. In such cases, the Employer shall discharge that employee within seven (7) days after receiving the written notice from the Union.

An Office Steward will be permitted up to thirty (30) minutes, during working hours, to meet privately with newly-hired employees, for the purposes of discussing Union matters. The Employer agrees to schedule such meeting at the commencement of employment of the new employee.

**Section 3** Upon written authorization from the employee, the Employer agrees to deduct Union dues and initiation fees from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees from whom such deductions have been made.

**Section 4** The Union recognizes and agrees that the Employer's obligation to deduct dues is expressly restricted to making only such deductions as are permitted by law and by the valid written assignment of each employee.

**Section 5** The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that may arise by reason of any action taken or not taken by the Employer for the purposes of complying with any section of this Article.

### **ARTICLE 3 — UNION REPRESENTATION**

**Section 1** a) The Employer shall recognize two (2) Office Stewards elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against them for carrying out their proper duties. The Parties agree that, where possible, the Office Stewards will be elected by the employees. The Union shall provide the Employer with a written list which names the current Office Stewards, and two (2) alternates for each. Should new Office Stewards be elected or appointed, the Union shall provide the Employer with a list of the new Stewards as soon as possible.

b) The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) must obtain permission from Administration before commencing investigation, and such permission will not be unreasonably denied.

**Section 2** Neither the Union nor Union Members will engage in Union Activities during an individual's working hours, except as provided in this Agreement.

**Section 3** No person shall solicit membership in the Union or in any other labour organization, or collect money or other support for the Union or for any other labour organization on the job or during an individual's working hours on the Employer's premises.

**Section 4** A Representative of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union shall obtain authorization from the Employer as to appropriate time for such contact before meeting the employees, and such authorization shall not be unreasonably withheld. The Union will attempt to limit all such contacts to non-working hours.

## **Section 5 Labour-Management Relations Committee**

- a) A Labour-Management Relations Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. The two (2) employees shall be elected by members of the bargaining unit. The Committee shall meet monthly, and may meet on the request of any Committee member, for the purpose of discussing matters of mutual concern. Such meetings will not exceed two (2) hours per month and will be held during working hours. The Committee members shall establish an agenda prior to each meeting, and discussion will be limited to the topics set out in the agenda. The two (2) hours spent by employees in carrying out the functions of the Committee shall be considered as time worked.
- b) The Committee members shall use the first meeting to discuss, and if possible to agree upon, the Committee's terms of reference.

## **ARTICLE 4 — MANAGEMENT RIGHTS and RESPONSIBILITIES**

**Section 1** The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers, and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer. The Employer's exercise of its rights does not relieve it of its obligations arising out of any other specific provision of this Agreement; nor does the Employer's exercise of its rights limit the rights of the employees arising out of any other specific provision of this Agreement.

**Section 2** The Employer's rights include but are not limited to the following:

- a) the hiring, direction of and assignment of work to the employees;
- b) the right to promote, demote, transfer and lay-off;
- c) the right to suspend, discipline and discharge employees for just cause;
- d) the evaluation of job performance;
- e) the establishment of new job classifications;
- f) the designation of job requirements, including the determination of the experience, skills, abilities, training and qualifications of employees to perform work;
- g) the methods and processes and means of providing employee and medical services to patients;
- h) the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline, and for the protection of employees, patients, records, equipment, inventory and operations;
- i) the right to determine the number of employees to be employed and the duties to be performed;
- j) the right to exercise all of the legal rights of an Employer at common law which have not been modified by the use of specific language in this Agreement.

## ARTICLE 5 — DEFINITIONS

### Section 1 Probationary

All persons commencing work at the Clinic, except students and temporary employees, shall be on probation for ninety (90) days, after which time they may become Regular employees if in the Employer's sole discretion they are suitable for continued employment.

### Section 2 Full-Time Regular

An employee hired to work on a full-time basis in a regular continuing position.

### Section 3 Part-Time Regular

An employee who works on a continuing basis, but who averages at least eighty (80) working hours each month. Such employees are covered by all provisions of this Agreement; however, all rights and benefits shall be pro-rated according to actual hours worked during the time period upon which the particular benefit is calculated.

### Section 4 Temporary

A person hired for a specified period not exceeding three (3) months, except when extended by agreement of the Parties. If such a person becomes a full-time regular or part-time regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

### Section 5 Casuals

A person voluntarily working from time to time for the Employer on request and who averages less than eighty (80) working hours each month. Such persons are not obligated to work when requested and are not covered by this Agreement. The Employer agrees that it will not have more than four (4) "casuals" working in any single week, without prior consultation with the Union. No more than fifteen (15) such persons shall work for the Employer in any calendar year.

### Section 6 Students

A person working at the Clinic on a part-time, temporary or casual basis, who is a full-time student at an educational institution, including teaching hospitals. Such persons are not covered by this Agreement.

## ARTICLE 6 — HOURS of WORK, OVERTIME and PREMIUMS

**Section 1** Normal hours of work to be thirty-seven and one-half (37.5) hours per week, seven and one-half (7.5) hours per day, worked between 8:00 a.m. and 6:00 p.m., Monday to Friday.

**Section 2** The determination of normal starting and stopping times for daily and weekly work schedules shall be made exclusively by the Employer, and such schedules may be changed by the Employer from time to time to suit the varying needs of the Clinic, the practices of the doctors, and the needs of the patients. The Employer agrees to give at least fifteen (15) to twenty-five (25) days' notice of any change in the above hours to the Union.

Employees classified as Medical Records I and II, and Medical Stenographers, shall finish their normal working day at 5:00 p.m. Provided that in the Clinic's view there is adequate staffing to meet needs, most employees in the classifications of Accounts I and II (Billing Clerks) will also complete their normal working day at 5:00 p.m.

Employees in all other classifications shall be subject to a rotating schedule, in order to meet both patient and doctor needs, which will ensure adequate staffing until the normal work day finishes at 5:30 p.m.

A Joint Committee of two (2) administrators and two (2) employees at the Clinic shall be established for the term of this Agreement to study:

- a) practical means for increasing the number of employees whose normal work day can finish at 5:00 p.m., and
- b) the feasibility of a 5:30 p.m. closure for the normal work day of all employees.

**Section 3** An unpaid lunch period of one (1) hour will be provided to all employees during the three (3) hours in the middle of the actual work day. Precise times will be arranged between employees and department supervisors, subject always to the needs of the Clinic, of doctor's practices and of patient needs.

**Section 4** The Employer shall, in addition to regular wages, pay employees who work more than seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week, one and one-half (1½) times their regular wage for those hours up to and including nine and one-half (9½) hours per day or forty-five (45) hours per week. For hours worked by employees in excess of nine and one-half (9½) hours in a day or forty-five (45) hours in a week, the Employer shall pay double the regular wage. Calculation of hours for weekly overtime premiums shall exclude hours calculated for daily overtime premiums.

**Section 5** An employee reporting for work at the Clinic by request of the Employer shall be paid her regular wage for the entire period spent there. Once an employee commences to work, the Employer shall pay her at least four (4) hours' pay at regular wages unless her work is suspended by reasons beyond the control of the Employer.

**Section 6** An employee reporting for work at the Clinic by request of the Employer after completing a regular day's work, or from vacation, shall be paid the applicable overtime premium for a minimum of two (2) hours or for time worked, whichever is greater. Travel time to and from the Clinic shall not be considered as time worked.

**Section 7** Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the most junior employee(s) cannot decline to work overtime. All overtime must be authorized before being undertaken.

**Section 8** If deemed necessary by the Employer hours of work may be extended to 9:30 p.m., Monday to Friday, and to provide services on Saturday. Where such extended hours are implemented, regular staff shall be offered the opportunity to modify their work schedules. Acceptance of such variation by regular employees is not compulsory except in unforeseen short term circumstances.

**Section 9** The hourly rate of pay shall be calculated as:

Monthly salary x 12 – 1,950 = hourly rate of pay.

When, in a month, a regular employee takes ten (10) or less days leave without pay the appropriate daily rate will be subtracted from their regular monthly wage. If the employee is away more than ten (10) days without pay they will be paid for the days worked at the appropriate rate.

### ARTICLE 7 – STATUTORY HOLIDAYS

**Section 1** a) Subject to Section 4, all full-time regular and part-time regular employees will be granted the following holidays with pay:

New Years Day	Good Friday	Victoria Day
Canada Day	BC Day	Labour Day
Remembrance Day	Easter Monday	Thanksgiving Day
Christmas Day	December 26th	

and any other day that may be declared a legal holiday by the Provincial or Federal Government.

b) The Employer agrees to grant a one (1) day's holiday between December 15th and January 15th. The scheduling of this one (1) day shall be left to the individual Doctors and/or the Administrator.

**Section 2** The Employer shall not require employees to work at the Clinic on the above-mentioned holidays, except in unforeseen circumstances. Such work shall be paid for at two (2) times the employee's regular salary.

**Section 3** If any of the holidays in Section 1 occur during an employee's vacation, an additional days vacation with pay shall be allowed for each holiday so occurring and may be taken at some future time as mutually agreed.

**Section 4** In order to qualify for holiday pay, an employee must work her entire last-scheduled shift prior to and her entire next-scheduled shift after the holiday. This qualification does not apply if she is absent on authorized leave of absence or on vacation on



either or both of the qualifying days. The Employer shall not lay-off otherwise eligible employees for the purpose of disqualifying them under this provision.

## ARTICLE 8 — ANNUAL VACATIONS

**Section 1** a) All full-time regular and part-time regular employees shall be entitled to annual vacations as set out in this Article.

Vacation pay shall be at the employees current salary unless, during the period in which the vacation was earned, the employee had leaves of absence in excess of twenty (20) working days. In these cases vacations shall be paid at two (2%) percent of the employees total wages for the year in which the vacation was earned, for each week of entitlement.

b) Departmental Seniority determines vacation scheduling.

c) Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one (1) week, two (2) weeks, three (3) weeks, etc.

**Section 2** Upon completion of one (1) years service, such employees shall be entitled to ten (10) working days paid vacation.

**Section 3** Upon completion of two (2) years service, such employees shall be entitled to fifteen (15) working days paid vacation.

**Section 4** Upon completion of five (5) years service, such employees shall be entitled to twenty (20) working days paid vacation.

Upon completion of the following years of service, employees shall receive the following working days paid vacation:

twenty-one years service	— (21) working days
twenty-two years service	— (22) working days
twenty-three years service	— (23) working days
twenty-four years service	— (24) working days
twenty-five years service	— (25) working days

**Section 5** All vacations must be taken at a time agreeable to the Employer.

Vacations shall be scheduled by department, and the senior employees within the departments shall be given preference in the selection of vacation periods, subject to the needs of the Clinic. While employees may take vacations in broken periods of one (1) week or more, each department will use a vacation list for scheduling, and the seniority preference in selection applies to each period of vacation selected.

**Section 6** Part-time regular employees vacation entitlement shall be pro rated. Such employees shall not select their vacation periods until all full-time regular employees have selected their first period of that calendar years vacation.

**Section 7** Temporary employees have no entitlement to annual vacation unless they are continuously employed for more than one (1) year. In that case, they shall have the right to select their vacation periods by department in the same manner as for full-time regular employees and their vacation pay shall be calculated in the same manner as for part-time regular employees.

**Section 8** Vacations or pay in lieu of vacations must be taken during the twelve (12) months following each employees employment anniversary date. Vacation entitlement cannot be banked or carried over from year to year.

Subject to staffing requirements of the Clinic, the Employer may allow employees with three (3) weeks vacation entitlement or more to bank up to a maximum of two (2) weeks vacation, and these two (2) weeks must be taken, or pay in lieu, during the four (4) calendar months following conclusion of the normal year of entitlement.

**Section 9** The Employer will post vacation schedules in each department during the first two (2) weeks of January in each year. Employees shall select their vacation periods for that calendar year by April 1st, and the Employer shall confirm the vacation scheduling by April 30th, in each year. Should an employee not select her vacation by April 1st, she will not be able to use her seniority later to bump another employee from her pre-selected vacation period.

**Section 10** The Employer agrees that Technologists shall be entitled to twenty (20) working days paid vacation, upon completion of one (1) years service. Nurses at the Burvic Clinic shall be entitled to fifteen (15) and twenty (20) working days paid vacation upon completion of one (1) and two (2) years service, respectively.

**Section 11** Employees with fifteen (15) or more days vacation entitlement to split one (1) week into periods of less than one (1) week - subject to approval.

## **ARTICLE 9 — LEAVES of ABSENCE**

Where a full-time employee wishes to return to work from approved leave at a date earlier than expected they will be required to provide at least two (2) weeks written notice.

### **Section 1 Union Business**

A one (1) week leave of absence without pay will be granted to two (2) employees per year for the purpose of attending to Union Business, provided that the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least one (1) months notice.

### **Section 2 Bereavement Leave**

In case of death in the immediate family, i.e. father, mother, husband, wife, common-law spouse, son, daughter, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren, an employee shall be granted leave for three (3) days with pay. This leave shall not be considered as sick leave or

vacation. Up to two (2) additional days with pay may be given when in the opinion of the Employer travelling time requirements justify it.

**Section 3 Funeral Leave**

Upon written application to the Administrator, an amount of time up to a maximum of one-half (½) days leave with pay may be given to an employee for the purpose of attending a funeral of a relative or close friend or as a pallbearer.

**Section 4 Special Leave**

An employee with two (2) or more years seniority may be granted up to two (2) months leave of absence, without pay, for personal reasons upon written application. Permission for such leave shall be at the Employer's discretion, but shall not be unreasonably withheld. Such leaves shall not interfere with the operation of the department in which the employee works.

**Section 5 Jury Duty**

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

**Section 6 Maternity Leave**

Leave of absence without pay in case of pregnancy shall be granted in accordance with the Employment Standards Act. The Employer shall continue making premium payments for health and welfare plans during maternity leave in the same manner as it did prior to the leave. If an employee elects not to pay her cost of the premium in a jointly-funded plan, the Employer is not obligated to continue payments.

**Section 7 Educational Leave**

Employees may, in the Employer's discretion, be allowed to take paid leave of absence to attend relevant educational functions. If the Employer initiates such leave, one hundred (100%) percent of the course and material fees will be paid by the Employer upon registration, and necessary lodging and meal expenses will be provided to the employee when the function is held outside Kamloops. Employee requests to attend such functions are subject to the Employer's approval. If such leave is granted the Employer will pay seventy-five (75%) percent of the course and material fees, upon successful completion of the course by the employee.

**Section 8 Sick Leave**

Employees shall be granted one and one quarter (1¼) days per month paid leave of absence for loss of work due to sickness. Such leave shall be accumulative from year to year to a maximum of fifteen (15) days. Time lost due to doctors and dentists appointments shall be charged against sick leave credits. Employees will

endeavour to arrange appointments at such times as to cause minimal interruption at the work place.  
Sick leave will only be paid during the waiting period of Weekly Indemnity Coverage.

Employees can leave a voicemail at (250) 377-3354 in instances of absence from work due to illness.

**Section 9** Improper use by an employee of any of the provisions of this Article shall be cause for discipline.

**Section 10** All leaves of absence under Article 9 shall be classed as time worked for vacation entitlement with the exception of Section 4 and unpaid leaves in excess of twenty (20) working days.

## **ARTICLE 10 – HEALTH and WELFARE and PENSION**

### **Section 1 Limitation of Liability**

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or the portion of premiums, as applicable, to the insurance carrier. It is understood and agreed that neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.

**Section 2** The selection of the insurance carrier for any benefit(s) referred to in this Article is in the sole discretion of the Employer.

**Section 3** This Article applies only to full-time regular and part-time regular employees.

**Section 4** Participation by an employee in the Medical Services Plan of British Columbia is voluntary. The Employer shall pay fifty (50%) percent of the applicable monthly premiums.

**Section 5** Eligibility for enrolment in the coverage outlined in this Article shall take place upon successful completion of the probationary period.

### **Section 6 The Coverage**

- a) **Life Insurance:** an amount equal to the employee's annual salary, rounded off upwards to the next one thousand (\$1,000) dollars;
- b) **Accidental Death and Dismemberment:** an amount equal to the employee's annual salary, rounded off upwards to the next one thousand (\$1,000) dollars;
- c) **Weekly Indemnity:** an amount equal to sixty-six and two thirds (66 2/3%) percent of an employee's weekly earnings, to a maximum equal to the maximum U.I.C. insurable earnings, payable on the eighth (8th) calendar day for

sickness and on the first (1st) day of disability due to injury, for a maximum of twenty-six (26) weeks;

- d) **Major Medical:** an amount reimbursed is eighty (80%) percent of the first one thousand (\$1,000) dollars, and one hundred (100%) percent of the balance of covered expenses. The deductible is twenty-five (\$25.00) dollars to a maximum of fifty (\$50.00) dollars for family deductible;
- e) **Dental:** amount reimbursed is eighty (80%) percent of routine treatment, and fifty (50%) percent of major treatment. The deductible is twenty-five (\$25.00) dollars to a maximum of fifty (\$50.00) dollars for family deductible;
- f) **Participation / Premiums:** enrolment in and the payment of applicable premiums for all coverage set out in this Section shall be compulsory for all Full-time Regular and Part-time Regular employees, except for Major Medical and Dental. These two items shall not be compulsory if the employee advises the Employer, in writing, that she has such coverage by virtue of another plan. The employee shall pay the greater of one-half (½) of the total premiums for the five (5) benefits, or one hundred (100%) percent of the amount of the Weekly Indemnity premium, in all cases the employee will pay one hundred (100%) percent of the Wage Indemnity premium. The Employer, upon request, will advise employees of all changes made by the insurance carrier to the amount of premiums.

## Section 7 Pension

- a) A group RRSP shall be established by the employees, to which the Employer shall make the following contribution on a monthly basis: four and one-half percent (4.5%).
- b) A one time payment in the amount of one half of one percent (.5%) of an eligible employee's gross earnings for the calendar year 2004 payable in 2005 into RRSP.
- c) Effective July 1995, and each year and every year thereafter, employees will be entitled to receive a personal additional payment to their RRSP., based on their length of service. This additional payment shall be as follows:
  - # Upon completing fifteen (15) years service, an additional one-half (½) of one percent (1%) of their gross earnings.
  - # This amount shall be increased by a further one-half (½) of one percent (1%) each five (5) years thereafter. [i.e. one-half percent (½ ) after fifteen (15) years; one percent (1%) after twenty (20) years; one and one-half (1½%) after twenty-five (25) years, etc.]
  - # This payment shall be calculated and submitted in conjunction with Article 10, Section 7, for those employees who qualify, but will not exceed six and one-half percent (6.5%) in total.

## Section 8 VDT Working Requirements

- a) A pregnant employee may not be required to operate VDT equipment. She may elect to take an unpaid leave of absence, without loss of seniority, until her Maternity Leave right comes into effect. Alternatively, she may request a

transfer to another function at the Clinic; in this case, the Employer will attempt to accommodate such request. If the Employer cannot affect a transfer without disruption, then the pregnant employee may take the unpaid leave, or remain at her present function.

- b) Full-time regular employees operating VDT equipment daily shall be entitled to one (1) three (3) hour paid leave of absence every six (6) months for the purpose of obtaining eye examinations.

## **ARTICLE 11 – WAGES**

**Section 1** Employees shall be paid not less than the wage rate established by Appendix "A" for their job classifications.

**Section 2** The wage rate for any new classification established by the Employer during the life of this Agreement shall be negotiated with the Union. If the Parties cannot agree, the matter may be submitted to arbitration.

### **Section 3 Salary Progression**

Employees shall progress automatically up the salary range for their job classifications in accordance with the required service on the job. Employees shall not be paid wage rates other than those shown in Appendix "A".

**Section 4** An employee temporarily replacing another employee in a higher classification shall be paid at the higher rate for the period so employed. This section shall not apply for relief periods of two (2) consecutive days or less.

**Section 5** Semi-monthly direct deposit of payroll shall be implemented.

## **ARTICLE 12 – HIRING, PROMOTION, LAYOFF and RECALL**

### **Section 1 Job Vacancies**

Vacancies in existing or new classifications for full-time regular employment shall be posted in the Clinic on the Bulletin Board for five (5) consecutive working days. A copy of the posting will be sent to the Chief Office Steward, outlining the job title, classification and wage rate. Preference in filling such a posted position shall be given firstly to full-time regular employees and secondly to part-time regular employees. All applications for the posted positions must be filed, in writing, with the Administrator by the end of the fifth (5th) working day after the initial posting, on forms to be supplied by the Employer.

Employees working directly for Doctors, i.e. Receptionist, Nurses, Doctor's Assistant would be subject to the following effective the first (1st) of the month following ratification by both Parties to the Agreement.

1. Current employees (including those on recall) applying for the above-mentioned positions shall be considered for the vacancy but the Doctor's have the right to decide the successful candidate on hiring or on layoff.

2. No employee may bump into one of these positions, and no employee in one of these positions may bump another employee of the Clinic.
3. Section 4 of this Article does not apply to employees working directly for doctors [Receptionist, Nurses, Doctor's Assistant].

The Employer shall attempt to notify any employees who are on vacation or on authorized leave of absence at the time of posting. If in the Employer's view there are no suitable applications received, by the end of the fifth (5th) working day after the initial posting, the Employer may fill the position as it sees fit.

## **Section 2      Criteria for Promotions and Vacancies**

Job awards for promotions or posted vacancies shall be made by the Employer on the following basis: abilities, qualifications and seniority (in that order). If in the Employer's opinion two (2) or more applicants are relatively equal according to the other criteria, then, the employee with the greatest seniority at the Clinic shall be awarded the job.

**Section 3**      Employees filling job vacancies or attaining promotions through the procedure outlined above shall be on a trial period for the first fifty (50) working days at the new position. If during this trial period the employee is considered by the Employer to be unsuitable, or the employee feels she cannot do the job, she shall be returned to her former position or one of equal rank and shall be paid her former salary plus any increments or increases which may have accrued.

## **Section 4      Layoffs and Recall**

The Employer undertakes that in the event of a work reduction requiring fewer staff, that prior to layoff notices, other alternatives will be considered, and that first preference will be provided to affected staff over outside persons.

- a) Layoffs and recall procedures will be by departmental seniority, provided that the employees concerned have the requisite abilities and qualifications as determined by the Employer. If in the Employer's opinion employees displaced from their jobs by the layoff procedure have the requisite abilities and qualifications, they may themselves displace other employees in their own or in other departments who have less seniority with the Employer.
- b) Subject to (a), the Union and the Employer agree that, where possible, the following rules shall apply to the sequence of lay-offs:
  - i) students and casual persons shall be laid-off first;
  - ii) part-time regular employees shall be laid-off second;
  - iii) full-time regular employees shall be laid-off last.

For the purposes of recall from layoff, and subject to what is set out above, the Union and the Employer agree that where possible the sequence shall be reversed. Employer inability after reasonable effort to contact an employee within three (3) days permits it to recall the next eligible employee.

**Section 5** All full-time employees who have completed probation shall be given notice or pay in lieu of notice upon layoff. The amount of notice or pay in lieu of notice shall be as follows:

# after three (3) months:	one (1) week
# after one (1) year:	two (2) weeks
# after three years up to eight (8) years:	three (3) weeks plus one (1) week per year to a maximum of eight (8) weeks
# after eight (8) years up to twenty (20) years:	ten (10) weeks
# after twenty (20) years up to twenty-five (25) years:	twelve (12) weeks
# after twenty-five (25) years:	fifteen (15) weeks

**Section 6** Any regular full-time employee with six (6) months or more of service who is laid-off shall be placed on a recall list of six (6) months.

**Section 7 Salary Policy on Recalls and Demotions**

Employees recalled to work through the recall procedure shall receive the current rate for the classification in which they then perform. Employees demoted through the bumping procedure described in Section 4(a) shall receive the current rate for the job they will then be performing.

**ARTICLE 13 — SENIORITY**

**Section 1** Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit and credit shall be given for all continuous service prior to certification of the bargaining unit.

**Section 2** Except as provided in the Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

**Section 3** An employee who leaves the bargaining unit to fill a position with the Employer shall continue to accrue seniority, provided that her written request to return to the bargaining unit is made within ninety (90) days of assuming the non-bargaining unit position.

**Section 4** Seniority shall be lost if an employee:

- a) resigns,
- b) is discharged for just cause,
- c) after a lay-off, fails to report for work for seven (7) days, after being recalled by telephone and registered letter,
- d) is laid-off for a period of six (6) months or longer,
- e) is absent without leave from work for five (5) working days without reporting, unless she was unable to report by telephone call or letter by reasons beyond her control, or
- f) pilfers Clinic equipment or medical supplies.



**Section 5** Seniority shall continue to accrue for employees who take any leave of absence authorized by this Agreement, except the special leave of absence, in which case seniority is frozen but does not accrue.

**Section 6** The Employer agrees to provide the Union with a current seniority list for the employees in the bargaining unit once every six (6) months during the term of this Agreement.

## **ARTICLE 14 – GENERAL**

**Section 1** Employees shall not be asked to make any written or verbal contract which conflicts with this Agreement.

**Section 2**     **Bulletin Boards**

Will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

**Section 3**     **Clothing Allowance**

The Employer shall supply and maintain uniforms or smocks or other apparel for those employees who the Employer requires to wear same.

**Section 4**     **No Lock-Outs**

The Employer shall not cause or direct any lock-outs of employees during the life of this Agreement.

**Section 5**     **No Strikes or Disruption of Services by Employees**

- a) Neither the Union, nor any employees, shall in any way authorize, encourage, support, condone, or participate in any strike (illegal), walk-out, suspension of work, slowdown, work stoppage of any kind, work-to-rule, or limitation of services during the term of this Agreement;
- b) The Union acknowledges its specific and positive obligation to immediately repudiate any employee activity falling with the description set out in (a), and to immediately provide the Employer with a written declaration that any such activity or any picket line related thereto is in violation of this Agreement;
- c) This Section has no application to picket lines established at the Clinic, where the picket line emanates from a labour dispute between another Employer and its Union or employees. In such cases, the Union agrees to discuss means of continuing the Clinic's services, upon request from the Employer;
- d) It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of her duties, to refuse to cross a legal picket line.

The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

**Section 6 Common-Law Spouse**

Wherever "common-law spouse" appears in this Agreement, it shall mean a person of the opposite sex living with an employee in the bargaining unit for a period of six (6) continuous months or more.

**Section 7** All references in this Agreement to the feminine or masculine gender will be interpreted as applying to the opposite gender and not as specific sex designations, unless the context of the Agreement or the specific circumstances so require.

**Section 8 Personnel Files**

a) Employees shall have an opportunity to view their own personnel files and enter their comments under the supervision of Administration. Such opportunity shall not be unreasonably denied.

b) Any written warning or adverse report placed on the personnel file shall be provided to the employee concerned, who shall be allowed to have her written reply entered on the file, provided that such reply is given to the Administrator within three (3) days of receiving the warning or report.

**ARTICLE 15 — DISCHARGE and TERMINATION**

**Section 1** The Employer shall not dismiss or discipline an employee covered by this Agreement except for just and reasonable cause.

**Section 2** The Parties agree that there shall be a ninety (90) day probationary period for all new employees hired. The Employer may dismiss or discipline a probationary employee if it considers the individual to be unsuitable or the individual's performance to be unsatisfactory. The Employer's decision must be made in good faith and cannot be arbitrary or discriminatory.

**Section 3** All absenteeism without leave for five (5) working days without reporting, unless the employee is unable to report by telephone call or letter by reasons beyond her control, shall be considered voluntary termination.

**Section 4** If as a result of joint investigation by the Union and the Employer, or by decision of the Arbitrator, it shall be found that an employee has been unjustly discharged, the affected employee shall be, subject to the award of the Arbitrator or pursuant to the mutual findings of the Union and the Employer, re-instated to her former position without any loss of seniority or rank. Compensation for salary shall be as mutually agreed upon between the Employer and the Union, or as decided by the Arbitrator. All such settlements between the Union and the Employer shall be reduced to writing and shall be binding in the same manner as an Arbitrator's award.

## ARTICLE 16 — TECHNOLOGICAL CHANGE

- Section 1** The Employer recognizes that the introduction to the workplace of new automated equipment which results in the loss of employees' jobs ("technological change"), should be accomplished with due regard for the affected employees. If the Employer decides to make a technological change, the following sections of this Article become operative.
- Section 2** Where practicable, the Employer shall provide the Union with six (6) months' notice prior to the installation of the new equipment. Such notice shall be, in writing, and shall state the nature of the new equipment, the date upon which it is to be installed, and the names and classifications of the employee(s) whose job(s) will be displaced. Copies of the notice shall be sent by registered mail to the employees named.
- Section 3** Where the Employer has notified the Union and the employees in accordance with Section 2, the Parties shall meet within thirty (30) days of the written notice, so that the Union may make representations concerning how the technological change could be implemented with the least adverse effects.
- Section 4** Wherever practical, full-time or part-time regular employees with two (2) or more years seniority who become redundant because of the technological change, shall be eligible at the Employer's discretion for re-training to qualify for operating the new equipment. The enrolment or registration costs of the re-training shall be paid by the Employer to a maximum amount of one (1) week's pay for each complete year of continuous full-time regular service with the Employer.
- Section 5** Any re-training course which lasts longer than four (4) weeks shall be deemed to be impractical for the purposes of Sections 4 and 6.
- Section 6** In cases where re-training is impractical for any reason, the employee shall elect to be terminated or to be placed on the lay-off and recall list.
- Section 7** Severance pay as provided for in Section 8, shall be paid to a redundant employee upon termination or upon election for termination.
- Section 8** **Severance Pay**
- a) Severance pay shall be paid to full-time regular employees with two (2) or more years seniority who are terminated or who elect to be terminated because of the technological change. The amount of severance pay will be in accordance with Article 12 (5).
  - b) An employee who chooses to be laid-off and to be placed on the lay-off and recall list, may elect to be terminated during the recall period and to be paid her severance pay entitlement then, or upon expiration of the recall period.

## **ARTICLE 17 — GRIEVANCE and ARBITRATION PROCEDURE**

**Section 1** "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Agreement, whether between the Employer and any employee or employees, or between the Employer and the Union, either of which may initiate a policy or interpretation grievance.

### **Section 2 Definitions**

- a) "Group grievance" means a grievance which affects the rights of two (2) or more employees;
- b) "Policy or Union grievance" means any grievance which affects the rights of the Union or the Employer.

**Section 3** a) The Employer shall recognize a Grievance Committee, to be composed of the same employees who are on the Labour - Management Relations Committee. Such employees shall be paid their regular hourly rate as outlined in Appendix "A" for all such meetings with the Employer which occur during their scheduled working hours.

b) Meetings between the Grievance Committee and the Employer shall be held at least once in each calendar month to discuss grievances, potential grievances or any other matters relating to the administration of this Agreement. The Parties will cooperate to settle an agenda, at least one (1) week in advance of these monthly meetings.

### **Section 4 Procedure for Settling Disputes**

#### **STEP 1:**

The grievor(s), with an Office Steward in attendance, will first seek to settle the dispute with her immediate supervisor by submitting her grievance, in writing, within five (5) days after the circumstances giving rise to the grievance has come to the grievor's attention, or within five (5) days from the time the grievor should reasonably have known of the circumstances giving rise to the dispute. The supervisor shall give his or her decision to the grievor, in writing, within one (1) working day following presentation of the written grievance to him.

#### **STEP 2:**

Should the immediate supervisor not render a decision within one (1) working day following receipt of the written grievance, or if no settlement is reached within that time, the Grievance Committee shall submit the grievance, in writing, signed by the grievor and Chief Office Steward, to the Administrator within five (5) working days of the time when the immediate supervisor was required to give her decision in writing. The Administrator shall meet with the Grievance Committee within two (2) working days following receipt by him of this signed grievance, and he or she shall deliver a written response within two (2) working days following such meeting.

#### **STEP 3:**

Should the Administrator not render a decision within two (2) working days following his or her meeting with the Grievance Committee as outlined in Step 2, or

if no settlement is reached within that time, then the Employer's Executive Committee representative shall meet with a designated Union Representative within five (5) working days of receipt of the Administrator's written response or of the time limit set for such response. The Employer shall provide the Union with a written decision regarding the grievance within five (5) working days following the conclusion of the meeting. The date of the postmark shall be used for determining compliance with this time limit. If the written decision is not acceptable to the Union, it shall be submitted to arbitration within five (5) working days after receipt of the decision. The submission to arbitration shall be, in writing, and shall include the name of the individual nominated as the Arbitration Board and the Parties shall agree to the name of the Arbitrator within five (5) working days after the nomination.

## **Section 5      Procedural Interpretation**

- a) The Union agrees that group grievances shall be submitted, in writing, at the commencement of Step 2. The group grievance shall be signed by the Chief Office Steward or a member of the Grievance Committee within a period of three (3) working days following the time when the circumstances giving rise to the grievance have come to the Steward's or Committee member's attention or when any of them should reasonably have known of the circumstances giving rise to the grievance.
- b) The Parties agree that Union or Policy Grievances may be submitted, in writing, at anytime and shall be submitted at the commencement of Step 2.
- c) Time limits as set out in Section 4 may be extended by written agreement of the Parties. However, if a grievance is not submitted within the time limits specified, then it will be deemed to be abandoned and all rights or recourse to the grievance procedure will be at an end.

Failure of the Employer to answer a grievance within the time limits specified in Steps 1 or 2 will automatically advance the grievance to the next Step.

- d) Any and all agreements reached between the Employer and the Union under the grievance procedure shall be final and binding upon the Employer and the Union and the grievor(s).
- e) When referring in Article 17 to the "Union" or "Union Representative", they are understood to mean the Vancouver office or a Vancouver Business Representative responsible for the particular medical clinic. It should also be understood that for the purpose of Article 3, Section 5, a Vancouver Business Representative is the only person with the authority to finalize any resolution on the part of the Union coming from the Labour-Management-Relations Committee.

## **Section 6      Arbitration Boards**

- a) The Parties agree to the use of a single Arbitrator as a means of settling grievances. In the event that they are unable to agree on the selection of an

Arbitrator within the time prescribed, either Party may request the Minister of Labour for the Province of British Columbia to appoint an Arbitrator.

- b) Arbitration procedures will be expedited by the Parties to this Agreement.
- c) The Arbitrator shall be governed by the provisions of this Agreement and shall not have the jurisdiction to add to, delete from, change, modify, or make any decisions contrary to any provisions of this Agreement.
- d) The Arbitrator will be requested by the Parties to issue a decision within a period of thirty (30) calendar days following the completion of the hearing. All decisions of the Arbitrator shall be set forth, in writing, and copies supplied to the Parties.
- e) The Parties will jointly bear the cost of the Arbitrator. Each of the Parties will bear the expenses of the witnesses called by it. No cost of arbitration will be awarded by the Arbitrator to either Party.

**Section 7      Labour Code, Section 96(1) and Preventive Mediation**

- a) Either the Union or the Employer may use Section 96(1) of the Labour Code for a grievance which does not involve discipline or discharge, but only if the request to the Labour Relations Board is received by that Board within the time limits established for the processing of grievances in Section 4 above and written notice of the request has been given to the other Party. The Union and Employer agree that failure to apply to the Labour Relations Board within the time limits established by Section 4 of this grievance procedure will be deemed to be a specific agreement by the Party to exclude the operation of Section 96(1) as to that grievance.
- b) If the Section 96(1) application is filed in a timely manner according to Section 4, the time limits of the grievance procedure shall be frozen. If the matter is referred back to the Parties by the Labour Relations Board, the time limits shall be re-activated and commence running, from where they left off, on the date that the Board's referral letter is received by either Party.
- c) **Preventive Mediation**  
The Parties agree where applicable to utilize the benefits of Preventive Mediation as provided under the Labour Code.

**Section 8      Labour Code, Section 112**

- a) Notwithstanding the procedures set out above and subject to the proviso set out below in (b), the Parties agree to incorporate the expedited procedure outlined in Section 112 of the Labour Code as follows:

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to

whether a matter is arbitrable, during the term of the collective Agreement, or a substitute agreed to by the Parties, shall at the request of either Party:

- a) investigate the difference;
  - b) define the issue in the difference; and
  - c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- b) This expedited procedure shall only be available to a grievor when the written grievance has been delivered to the Administrator within five (5) days after the circumstances giving rise to the grievance.
- c) If either Party does not wish to be bound by the outcome of the procedure in (a) it may, within five (5) days of publication of the recommendations, present the grievance to the Employer's Executive Committee in accordance with Section 4, Step 3. Otherwise, the recommendations shall be final and binding as a resolution of the grievance.

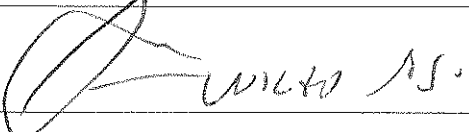
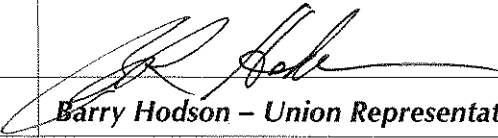
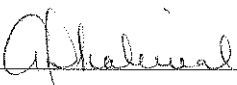

**ARTICLE 18 – DURATION**

**Section 1** The length of this Agreement shall be from **January 1st, 2010** to and including **April 30th, 2011**.

Both Parties agree to the principle of continuing the expired collective Agreement during the negotiating process.

**Section 2** It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Relations Code.

**SIGNED ON BEHALF OF BURVIC HOLDINGS LIMITED      SIGNED ON BEHALF OF THE UNION**

	
<b>For the Employer</b>	<b>Barry Hodson – Union Representative</b>
	
<b>For the Employer</b>	<b>Gwenne Farrell – Acting President</b>

<b>Date Signed:</b>	<i>Nov</i>	<b>2010</b>
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E&OE  
/yg: USW 2009

**APPENDIX "A"**  
**WAGE SCALE**

EFFECTIVE: JANUARY 1, 2010

	PROBATION	3 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
<b>GROUP 1</b> Miscellaneous	\$ 1,956	\$ 2,023	\$ 2,056	\$ 2,119	\$ 2,163	\$ 2,208
<b>GROUP 2</b> Switchboard Medical Records	\$ 2,475	\$ 2,539	\$ 2,599	\$ 2,654	\$ 2,714	\$ 2,788
<b>GROUP 3</b> Lab Aid Medical Steno Accounting L.P.N.'s MOA	\$ 2,665	\$ 2,714	\$ 2,788	\$ 2,844	\$ 2,910	\$ 2,964
<b>GROUP 4</b> R.N.'s	\$ 2,853	\$ 2,714	\$ 2,971	\$ 3,030	\$ 3,104	\$ 3,153
<b>GROUP 5</b> X-Ray Techncl. Lab Techncl.	\$ 3,657	\$ 3,723	\$ 3,800	\$ 3,859	\$ 3,932	\$ 3,996



LETTER OF UNDERSTANDING

**BETWEEN: BURVIC HOLDINGS LTD.**

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 15**

**RE: Use of Sick Leave**

The Employer and the Union recognize the difficulty faced by some employees regarding the care of an ill or injured family member. The Employer has developed policies to deal with these matters in a compassionate manner. The Employer agrees to continue to employ the same policies in dealing with such occurrences and that no material changes shall be made to the policies without the involvement and agreement of the Union. Such agreement from the Union shall not be unreasonably withheld.

This letter shall continue in force and effect until it is altered or deleted by mutual agreement of the parties.

**SIGNED ON BEHALF OF THE EMPLOYER  
PARTY OF THE FIRST PART:**

**SIGNED ON BEHALF OF THE UNION  
PARTY OF THE SECOND PART:**

*"ORIGINAL SIGNED"*

*"ORIGINAL SIGNED"*

\_\_\_\_\_

Business Representative

*"ORIGINAL SIGNED"*

*"ORIGINAL SIGNED"*

\_\_\_\_\_

Secretary-Treasurer

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