

COLLECTIVE AGREEMENT

BETWEEN

BERWICK ON THE LAKE

AND



HOSPITAL EMPLOYEES' UNION

JANUARY 1, 2019 – DECEMBER 31, 2022

Note: underlined text is new language for 2019 - 2022

Berwick on the Lake

3201 Ross Road
Nanaimo, B.C. V9T 6L9

Phone: (250) 729-7995
Toll Free: 1-877-525-3111
Fax: (250) 729-7996

HEU Vancouver Island Regional Office

Victoria Site:

#201 - 780 Tolmie Avenue
Victoria, B.C. V8X 3W4

Phone: (250) 480-0533
Toll Free : 1-800-742-8001
Fax: (250) 480-0544

Courtenay Site:

#6 - 204 North Island Highway
Courtenay, B.C. V9N 3P1

Phone: (250) 331 – 0368
Toll Free: 1-800-624-9940
Fax: (250) 331-0673

ARTICLE 1 - PREAMBLE	1
1.01 PURPOSE OF AGREEMENT	1
ARTICLE 2 - DEFINITIONS	1
2.01 DEFINITION OF EMPLOYEE STATUS.....	1
2.02 COMMON-LAW SPOUSE.....	2
2.03 EMPLOYER	2
2.04 UNION	2
2.05 USE OF FEMININE AND SINGULAR TERMS.....	2
ARTICLE 3 - GENERAL CONDITIONS	3
3.01 EFFECTIVE AND TERMINATING DATES.....	3
3.02 LABOUR CODE	3
3.03 FUTURE LEGISLATION	3
3.04 ARTICLE HEADING	3
ARTICLE 4 - NO DISCRIMINATION	4
4.01 NO DISCRIMINATION	4
4.02 ARTICLE NOT TO INTERFERE WITH EMPLOYER AND UNION RIGHTS	4
4.03 HARASSMENT.....	4
4.04 COMPLAINTS INVESTIGATION.....	4
4.05 NO DISCRIMINATION FOR UNION MEMBERSHIP.....	5
ARTICLE 5 - RECOGNITION, UNION MEMBERSHIP AND UNION CHECKOFF	5
5.01 UNION RECOGNITION	5
5.02 UNION SHOP.....	5
5.03 UNION CHECK-OFF	6
5.04 ADVISED OF STEWARD AND INDUCTION SESSIONS	7
5.05 SHOP STEWARDS	8
5.06 INSIGNIA PINS	8
5.07 BULLETIN BOARD	9
5.08 LEGAL PICKET LINE	9
5.09 UNION REPRESENTATIVE VISITS	9
ARTICLE 6 – MANAGEMENT RIGHTS	9
6.01 EMPLOYER RIGHTS	9
ARTICLE 7 – EMPLOYER PROPERTY	10
7.01 RETURN OF EMPLOYER PROPERTY ON TERMINATION.....	10
7.02 EMPLOYER TO REPAIR OR REPLACE	10
7.03 INDEMNITY	10
7.04 EMPLOYER TO CONTINUE TO SUPPLY TOOLS.....	10
7.05 UNIFORMS.....	10

ARTICLE 8 – LABOUR/MANAGEMENT COMMITTEE	11
8.01 COMMITTEE COMPOSITION AND FREQUENCY OF MEETINGS	11
8.02 CHAIR TO ALTERNATE.....	11
8.03 AGENDA FOR MEETING	11
8.04 PAYMENT FOR ATTENDANCE	12
8.05 SCOPE OF COMMITTEE	12
ARTICLE 9 – GRIEVANCE PROCEDURE	12
9.01 DEFINITION	12
9.02 DISCIPLINARY DOCUMENTS IN EMPLOYEE’S FILE.....	12
9.03 GRIEVANCE PROCEDURE	13
9.04 INDUSTRY TROUBLESHOOTER.....	15
ARTICLE 10 – EXPEDITED ARBITRATION	16
10.01 ADVANCEMENT TO BE BY MUTUAL AGREEMENT	16
10.02 LOCATION OF EXPEDITED ARBITRATION	16
10.03 PROCESS TO BE INFORMAL	16
10.04 PRESENTATION OF MATERIALS.....	16
10.05 DECISION TO BE LIMITED IN APPLICATION	16
10.06 SETTLEMENTS.....	16
10.07 DECISION OF ARBITRATOR.....	16
10.08 POWERS OF ARBITRATOR.....	17
10.09 SHARING OF COSTS.....	17
10.10 NAMES OF ARBITRATORS.....	17
ARTICLE 11 – ARBITRATION	17
11.01 ADVANCEMENT OF GRIEVANCE TO ARBITRATION.....	17
11.02 NOTIFICATION OF INTENT TO ARBITRATE.....	18
11.03 ARBITRATION RELATING TO SUSPENSION OR DISMISSAL.....	18
11.04 DECISION OF ARBITRATION	18
11.05 EMPLOYEE CALLED AS A WITNESS.....	18
11.06 EXPENSES	18
ARTICLE 12 – EVALUATION REPORTS, PERSONNEL FILES.....	19
12.01 EVALUATION REPORTS	19
12.02 PERSONNEL FILE	19
ARTICLE 13 – PROBATIONARY PERIOD.....	20
13.01 PROBATIONARY PERIOD.....	20
13.02 SENIORITY HOURS TO BE USED FOR PURPOSES OF SENIORITY.....	20
ARTICLE 14 – PROMOTIONS AND TRANSFERS.....	20
14.01 SELECTION CRITERIA	20

14.02	QUALIFYING PERIOD	20
14.03	TEMPORARY PROMOTION OR TRANSFER.....	21
14.04	RELIEVING IN HIGHER AND LOWER RATED POSITIONS.....	21
14.05	PROMOTIONS, TRANSFERS AND DEMOTIONS.....	22
14.06	DEMOTIONS.....	22
14.07	RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE.....	22
14.08	MILITARY SERVICE OR NON-BARGAINING UNIT POSITION	23
14.09	SENIORITY HOURS	23
14.10	PREVIOUS EXPERIENCE	23
14.11	MORE FAVOURABLE RATE OR CONDITION.....	23
14.12	PART-TIME EMPLOYEES.....	24
ARTICLE 15 – JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS		24
15.01	EMPLOYER TO PROVIDE JOB DESCRIPTIONS	24
15.02	NEW POSITIONS	24
15.03	EFFECTIVE DATE OF REVISIONS	24
ARTICLE 16 – JOB POSTINGS AND APPLICATIONS		24
16.01	JOB POSTINGS AND APPLICATIONS.....	24
16.02	APPLICATIONS FROM ABSENT EMPLOYEES.....	25
16.03	TEMPORARY APPOINTMENTS.....	25
16.04	NOTICE TO UNION.....	26
16.05	NOTICE OF SUCCESSFUL APPLICANT	26
16.06	GRIEVANCE INVESTIGATION.....	26
16.07	FLOAT POSITIONS.....	26
ARTICLE 17 – TECHNOLOGICAL CHANGES		27
17.01	TECHNOLOGICAL CHANGE.....	27
17.02	JOINT LABOUR ADJUSTMENT COMMITTEE.....	27
17.03	JOB TRAINING	28
17.04	REDUCTION AND RESTRUCTURING	28
17.05	DEFINITION OF DISPLACEMENT	28
17.06	BUMPING	28
17.07	NOTICE OF DISPLACEMENT.....	28
17.08	LAYOFF AND RECALL	29
17.09	CONTRACTING OUT	30
ARTICLE 18 – TERMINATION OF EMPLOYMENT		30
18.01	EMPLOYEE NOTICE OF TERMINATION	30
18.02	EMPLOYMENT ABANDONED	30
ARTICLE 19 – SCHEDULING PROVISIONS		31
19.01	SCHEDULING PROVISIONS	31
19.02	TYPE OF WORK TO BE PERFORMED.....	32

19.03	WORK SCHEDULES	32
ARTICLE 20 – HOURS OF WORK		33
20.01	CONTINUOUS OPERATION.....	33
20.02	HOURS OF WORK.....	33
20.03	REST AND MEAL PERIODS.....	33
20.04	SPLIT SHIFTS.....	34
20.05	FULL-TIME POSITIONS.....	34
20.06	TERMS AND CONDITIONS FOR CASUAL EMPLOYEES.....	34
ARTICLE 21 - OVERTIME.....		40
21.01	APPLICATION OF OVERTIME	40
21.02	EMPLOYEES WORKING ON A SCHEDULE DAY OFF	41
21.03	PAYMENT OF OVERTIME	41
21.04	DECLINING OVERTIME.....	41
21.05	EMPLOYEES WORKING LESS THAN REGULAR HOURS	41
21.06	EMPLOYEES WORKING LESS THAN REGULAR DAYS PER WEEK.....	41
21.07	EMPLOYEES WORKING OVERTIME ADJOINING SHIFT	42
ARTICLE 22 - SHIFT PREMIUMS		42
22.01	EVENINGS AND NIGHTS	42
22.02	DEFINITION OF SHIFTS.....	42
ARTICLE 23 - CALL BACK.....		43
23.01	EMPLOYEES CALLED BACK.....	43
23.02	TRANSPORTATION ALLOWANCE	43
ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT		43
24.01	STATUTORY REQUIREMENT	43
ARTICLE 25 - ON-CALL DIFFERENTIAL		43
25.01	ON-CALL DIFFERENTIAL.....	43
25.02	MINIMUM HOURS	43
25.03	CALL RESTRICTIONS	44
25.04	RESPONSIBILITY PAY	44
25.05	RESPONSIBILITY PAY ENHANCED LIVING SERVICES (ELS) LEAD	44
ARTICLE 26 - TRANSPORTATION ALLOWANCE		44
26.01	REIMBURSEMENT FOR USE OF EMPLOYEE VEHICLE	44
26.02	ICBC BUSINESS INSURANCE	44
ARTICLE 27 - STATUTORY HOLIDAYS.....		45
27.01	STATUTORY HOLIDAYS.....	45
27.02	STATUTORY HOLIDAY LIEU PAY	45

27.03	STATUTORY HOLIDAY ON A DAY OFF.....	46
27.04	ABSENCES OF A STATUTORY HOLIDAY.....	46
27.05	SUPER STATS.....	46
27.06	STATUTORY HOLIDAY PAY FOR REGULAR EMPLOYEES.....	46
27.07	PAY FOR OVERTIME ON A STATUTORY HOLIDAY	46
27.08	CHRISTMAS DAY OR NEW YEAR’S DAY OFF	47
ARTICLE 28 - VACATIONS		47
28.01	VACATION BASED ON LENGTH OF SERVICE	47
28.02	VACATION ENTITLEMENT	47
28.03	VACATION PERIOD	48
28.04	SPLITTING OF VACATION PERIODS	49
28.05	VACATION PAY	49
28.06	VACATIONS CARRY OVER.....	49
28.07	VACATION ENTITLEMENT UPON DISMISSAL.....	49
28.08	REINSTATEMENT OF VACATION DAYS - HOSPITALIZATION.....	49
28.09	EMPLOYEE CALLED BACK TO WORK	50
ARTICLE 29 - COMPASSIONATE LEAVE		50
29.01	COMPASSIONATE LEAVE.....	50
ARTICLE 30 - SPECIAL LEAVE		51
30.01	FAMILY RESPONSIBILITY LEAVE.....	51
ARTICLE 31 - SICK LEAVE		51
31.01	EARNING OF SICK LEAVE	51
31.02	DOCTOR’S CERTIFICATES.....	52
31.03	EMPLOYEES QUALIFYING FOR WORKERS’ COMPENSATION	52
31.04	PAY GRANTED FOR INJURY OF ONE (1) DAY OR LESS.....	53
31.05	SICK LEAVE COMPUTED IN WORK DAYS.....	53
31.06	APPLICATION FOR SICK LEAVE PAY.....	53
31.07	EMPLOYEES WITH MORE THAN ONE (1) YEAR OF SERVICE	53
31.08	EMPLOYEES WITH LESS THAN ONE (1) YEAR OF SERVICE	54
ARTICLE 32 - EDUCATIONAL LEAVE		54
32.01	EMPLOYER REQUESTED LEAVE	54
32.02	IN-SERVICE EDUCATION.....	54
32.03	EMPLOYEES REQUESTING LONG TERM LEAVE	54
ARTICLE 33 - JURY DUTY		55
33.01	JURY DUTY.....	55
ARTICLE 34 - LEAVE - UNPAID		55
34.01	UNPAID LEAVE.....	55

34.02	UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS	56
34.03	UNPAID LEAVE - UNION BUSINESS.....	57
34.04	UNPAID LEAVE - PUBLIC OFFICE.....	57
34.05	UNPAID LEAVE – AFTER THREE YEARS.....	57
34.06	COMPASSIONATE CARE LEAVE	58
34.07	LEAVE RESPECTING DISAPPEARANCE OF CHILD	59
34.08	LEAVE RESPECTING DEATH OF CHILD.....	60
34.09	CRITICAL ILLNESS OR INJURY LEAVE	60
34.10	LEAVE RESPECTING DOMESTIC VIOLENCE.....	62
ARTICLE 35 - MATERNITY AND PARENTAL LEAVE.....		65
35.02	SENIORITY RIGHTS AND BENEFIT ENTITLEMENTS.....	67
ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY.....		68
36.01	SAFE AND HEALTHY WORK ENVIRONMENT.....	68
36.02	AGGRESSIVE BEHAVIOUR	69
36.03	VACCINATION AND IMMUNIZATION	69
36.04	WORKLOAD	70
ARTICLE 37 - HEALTH CARE PLANS		71
37.01	ELIGIBILITY.....	71
37.02	MEDICAL PLAN.....	71
37.03	DENTAL PLAN.....	71
37.04	EXTENDED HEALTH CARE PLAN.....	71
ARTICLE 38 - SHORT-TERM DISABILITY AND LONG-TERM DISABILITY PLAN		72
38.01	SHORT-TERM DISABILITY	72
38.02	LONG-TERM DISABILITY.....	73
ARTICLE 39 - GROUP LIFE INSURANCE.....		73
39.01	ELIGIBILITY.....	73
39.02	LIFE INSURANCE	73
ARTICLE 40 – REGISTERED RETIREMENT SAVINGS PLAN		74
ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE		75
41.01	EMPLOYMENT INSURANCE ACT.....	75
ARTICLE 42 - VOLUNTEERS.....		75
42.01	CONDITIONS	75
ARTICLE 43 - PRINTING OF THE AGREEMENT		75
43.01	DISTRIBUTION AND COST	75

TABLE OF CONTENTS

PAGE NUMBER

ARTICLE 44 - BINDING TRIBUNAL..... 76
 44.01 SELECTION OF BOARD 76

ARTICLE 45 - WAGE SCHEDULES..... 76
 45.01 PAYMENT OF WAGES..... 76

ARTICLE 46 - PARKING 76
 46.01 CURRENT PRACTICE 76

ARTICLE 47 - PROFESSIONAL RESPONSIBILITY..... 77
 47.01 EMPLOYEE CONCERNS..... 77
 47.02 DISCUSSION WITH LCU TEAM LEADER 77
 47.03 UNUSUAL OCCURRENCE REPORT FORM..... 77
 47.04 LABOUR/MANAGEMENT COMMITTEE MEETING 77
 47.05 MATTER MAY BE GRIEVED..... 77

ADDENDUM #1 - WAGE SCHEDULE..... 78

MEMORANDUM OF AGREEMENT #1 80
 RE: EXCLUSIONS 80

MEMORANDUM OF AGREEMENT #2 81
 RE: ARTICLE 19 – SCHEDULING 81

MEMORANDUM OF AGREEMENT #3 82
 RE: UNPAID LEAVE FOR UNION BUSINESS - CASUAL EMPLOYEES..... 82

MEMORANDUM OF AGREEMENT #4 83
 RE: ARTICLE 2.01 DEFINITION OF A FULL-TIME EMPLOYEE AND THE FOLLOWING
 EMPLOYEES: RAVEN FOSTER 83

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 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 for full-time employees shall accumulate on the basis of hours worked/paid.

Benefits will be provided to regular full-time employees per Article 37.

(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 for part time employees shall accumulate on the basis of hours worked/paid.

Benefits will be provided to regular part-time employees per Article 37.

(c) Casual Employees

A casual employee is one who is employed on an as needed basis in keeping with Article 20.06.

(d) The status of employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the grievance procedure (Article 9).

(e) Definition of a block

A single or sequence of shifts relinquished by a regular employee from one (1) day to sixty (60) days (per Article 16.01).

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 Employees' 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, 2022.

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 bullying and harassment, including sexual harassment as prescribed in legislative and regulatory requirements within the Province 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; 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.
- (c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

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. Such information shall be provided in an electronic format, such as Microsoft Excel.

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.

In January and July of each year, the Employer shall provide to the Local and the Union, a list of all employees in the bargaining unit, their job titles, their home addresses, their personal emails, and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel.

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 and Induction Sessions

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and advise the new employee of the name of their Union Steward. The employer shall notify the Union Local of newly hired employees within seven (7) days of hire and the shop steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the shop steward will not have wages or benefits deducted during this time.

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 Union. The Union shall use them for the posting of 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 their 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

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

The committee shall include two (2) members from the Union and two (2) 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. The Employer shall take and distribute minutes of the meetings.

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.

The Employer will pay for four (4) hours (per year, per steward) for Labour/Management committee meeting preparation.

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 their file, they 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. If an employee takes a leave for more than thirty days (30) days then the period of the employee absence shall be added to the fourteen (14) months.

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 their 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.

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;

(3) the grievance shall be signed by the employee and a Shop Steward or Union Committee member.

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 Union and the Employer committees shall meet to discuss the grievance(s).

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

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

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 grievance is not settled within twenty-one (21) days of the Employers written reasons for denial of the grievance, then either party may refer the grievance to Arbitration.

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.

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 or other troubleshooter as mutually agreed upon:

Judi Korbin	Christopher Sullivan	Paula Butler
Ronald S. Kerras	Daniel Johnson	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 - Discipline Grievances - 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 - 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 they agree or disagree 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 they have 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 their 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 their 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 Seniority Hours to be Used for Purposes of Seniority

Upon conclusion of the probationary period, the seniority hours 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 they 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 their 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 their 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 their 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 their 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 whichever 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 percent (10%) for the entire period, or the equivalent of one-hundred dollars (\$100) per month prorated whichever 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, they 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 their former job, they 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 they had reached in their 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 their overall seniority, provided they have 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 Hours

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority hours 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 cannot 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. The successful applicant shall be determined in accordance with Article 14.01.

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 meets the job qualifications for the vacancy and 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 who meet the job qualifications for the vacancy, 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).

- i. Regular employees shall be limited to accessing a maximum of two temporary positions in each calendar year.
- ii. Regular and causal employees shall be required to complete their temporary assignment prior to accessing other temporary positions unless the new temporary assignment includes higher rates of pay or more hours of work.

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.

16.07 Float Positions

The Parties agree it may be operationally more efficient and cost effective to utilize regular status float positions for relief work as set out in the Casual Employees Addendum.

- (a) The employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 16.01.
- (b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- (c) The rate of pay shall be according to the job classification the Float position is covering.
- (d) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.
- (e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times may vary, therefore this position(s) will be exempt from Article 19.01(a)(i) and (ii), (b), (c), (f), and (g) – Scheduling Provisions.

In addition, they shall not be entitled to access work under Article 16.01 (a) or the casual employee's addendum at times when they are otherwise regularly scheduled to work.

- (f) Where the Employer and Union mutually agree, a multiple classification float position may be posted.

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 their 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 - one (1) month.
- (ii) Five years or more continuous service - 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, they 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

Employees 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 their Supervisor within three (3) work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their 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, including 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) The Employer shall endeavor to schedule regular employees off duty an average not less than three (3) weekends in each nine (9) week period (see Memorandum of Agreement #2 for current exceptions). For the purpose of this subsection, weekend shall be defined as commencing at 07:00 on Saturday and continuing up to 07:00 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.
- (i) By way of mutual agreement between the Employer and the employee(s) involved, and where operational requirements necessitate, a temporary change in start or stop times, or the extension of a shift shall be permitted up to a maximum of two (2) hours. It is understood the employee has the right to decline the extension without any repercussions. The change in start and stop times under this article does not contemplate a reduction in regular hours.

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 their 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

Berwick on the Lake / Hospital Employees' Union
January 1, 2019 – December 31, 2022

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 their 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.
6. The manner in which casual employees shall be contacted for relief work shall be as follows:
 - (i) The Employer shall maintain a casual registry for each classification in which casual employees may be used.

Qualified employees may register for more than one classification subject to operational needs for extra casual employees in that classification. Seniority within each classification registry is based on facility wide seniority. Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number or email and indicate their preference (text, email or phone) of how they wish to be contacted for relief work.

- (ii) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (iv) below, the next senior casual who responds within the time limits shall be awarded the relief work.
- (iii) If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (iv) When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message or email instead of by phone as per a, b, and c below. Employees without email or text options registered, shall be called as per 6 (ii) above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address.

Where the Employer uses group texting it shall be done through a reputable service provider.

- a) Where a vacancy is known less than 8 hours in advance, the casual employee shall have 5 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- b) Where a vacancy is known more than 8 hours, but less than 48 hours in advance, the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- c) Where a vacancy is known more than 48 hours in advance, the casual employees shall have 24 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- (v) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be called/contacted again in order of seniority.
- (vi) All calls as per the above shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone or if a message was left, and the signature of the person who made the call. All emails and text messages shall also be retained/recorded as part of the call log book. In the event of a dispute, the Union shall have reasonable access to the log book (including emails and texts) and shall be entitled to make copies.
- (vii) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

- (viii) All electronic communications regarding relief work shall include the following in the message:
- a) Time of the electronic call out.
 - b) Details of relief work being offered, including date, location and shift times.
 - c) Appropriate response time (see point (iv) a, b, c above).
7. Where a casual employee 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. When a casual employee has not accepted work for a period of three (3) months, and there is no bona fide reason for the refusal of the work, the casual employee may be deleted from the casual call in list by the Employer.
8. The casual list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1, and October 1 (the adjustment dates) in each year. The seniority of each casual employee shall be entered in the classification registry 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 six percent (6%) in lieu of 15 workdays' vacation and four-point-eight percent (4.8%) in lieu of the twelve (12) 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.

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

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, (i.e. This results in other part-time employees whose regular shifts conflict with the vacant shifts left, not being eligible, unless the Employer and the Union agree otherwise in good faith)
 - iii) Regular part-time employees picking up casual assignments shall be governed by the scheduling provisions of Article 19.01 (h).

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.

16. Casual employees shall not be required at any time to work more than six (6) consecutive shifts and they shall not receive at any time less than two (2) consecutive days off.

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 (1-1/2) 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 (1-1/2) 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, they shall work the overtime and may file a grievance later. Any overtime in excess of two (2 hours) shall be at double-time (2x).

21.05 Employees Working Less than Regular Hours

An employee working less than the regular hours per day of a full-time employee, and who is requested to work longer than their 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 Regular Days Per Week

An employee working less than the regular days per week of a full-time employee who is requested to work other than their 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 their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of their 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, nights or weekends, 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	\$1.25 per hour
Weekends	\$0.25 per hour (increasing to \$0.50 per hour effective January 1, 2017)

Effective January 1, 2020 night shift premium increase to \$1.35 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 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours).

Night shift is defined as any shift in which the majority of hours worked fall between the hours of 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

Weekend shift is defined as any shift in which the majority of hours fall between the hours of 7:30 a.m. (0730 hours) on Saturday and 7:30 a.m. on Monday.

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 their motor vehicle to work an allowance of fifty cents (\$0.50) 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 their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours pay at their regular rate if they commence work.

ARTICLE 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 of two dollars (\$2.00) per hour for all hours worked in such capacity. The premium shall be two-dollars-and-twenty-five cents (\$2.25) effective January 1, 2020.

25.05 Responsibility Pay Enhanced Living Services (ELS) Lead

A registered Care Aide designated by the Employer to be the Enhanced Living Services Lead shall be paid an additional \$1.00 per hour for all hours worked in such a capacity.

ARTICLE 26 - TRANSPORTATION ALLOWANCE

26.01 Reimbursement for Use of Employee Vehicle

For occasions when an employee is authorized to use their vehicle while on the Employer's business, reimbursement of fifty cents (\$0.50) per kilometer will be provided.

26.02 ICBC Business Insurance

Where an employee is authorized to use their 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 their vehicle.

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 Statutory Holidays

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

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

- (a) The intent of this article is that there shall be no more than twelve (12) 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-eight percent (4.8%) of their basic rate of pay on each pay in lieu of the twelve (12) days 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

Any employee scheduled to work on a statutory holiday, and who does not report for work, shall forfeit their 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.

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.

ARTICLE 28 - VACATIONS

28.01 Vacation Based on Length of Service

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

- a) Effective July 1, 2015, the vacation earning/accrual year shall be July 1st to June 30th of the following year, and the vacation year shall be January 1st to December 31st the year following the accrual start date.
- b) Regular employees who were regular status less than twelve (12) months prior to July 1st shall receive a partial vacation based on continuous service to July 1st.
- c) Vacation may be taken before it has been fully accrued.
- d) Regular employees who terminate prior to July 1st of their first year of employment shall only receive vacation pay calculated at six percent (6%) of gross wages.

28.02 Vacation Entitlement

All employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

***Berwick on the Lake / Hospital Employees' Union
January 1, 2019 – December 31, 2022***

Years of Employee Service	Days of Vacation	Vacation
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.

- 1) All employees will be issued letters stating their current vacation entitlements on September 30th of the current year.
- 2) Letters will be returned to the Employer with vacation dates requested by October 31st of the current year.
- 3) The Employer will inform all employees of their vacation approval status by November 30th of the current year.

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

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

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 General Manager. 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 their 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 times (2x) their 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.

In addition, with seven days' notice, the Employee may request one (1) additional paid day for family responsibility purposes, provided the Employer does not have to incur overtime in replacing the employee for that one (1) day leave.

Per Employment Standards Act Article 52:

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

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

ARTICLE 31 - SICK LEAVE

31.01 Earning of Sick Leave

Regular employees shall be entitled to eight (8) days of sick leave per year, accrued at the rate of zero-point-sixty-six (0.66) days per month, to a maximum sick leave bank of two-hundred-and-twenty-five (225) hours.

All unused sick time at year end will roll-over to the following calendar year to the maximum of two-hundred-and-twenty-five (225) hours.

Regular part-time employees will earn sick leave on a prorated basis.

(Any hours an employee has in their "bonus" sick leave bank shall be moved into the sick leave bank as described above)

Effective January 2020:

- (i) Regular full-time employees shall be entitled to 8 days of sick leave per year.
- (ii) Regular full-time employees shall be granted four (4) days as of the first pay-period each year and four (4) days as of the thirteenth pay period of each year.
- (iii) Regular part-time employees will earn sick leave on a pro-rated basis and shall be granted sick days based upon their regularly scheduled hours on the first and thirteenth pay periods.
- (iv) Regular employees commencing after the first and thirteenth pay periods will have sick leave granted on a proportionate basis.
- (v) All unused sick time at year end will roll-over to the following calendar year to the maximum of two-hundred-and-twenty-five (225) hours.

31.02 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.

The Employer will continue current practice of paying for said certificates to a maximum of \$35 when an invoice is submitted by the employee.

31.03 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.

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

Injury Leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*. Employees who are absent from work and in receipt of WCB wage loss benefits shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

31.05 Sick Leave Computed in Work Days

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

31.06 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.

31.07 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.

31.08 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 their condition, they 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 are encouraged to attend in-service seminars and shall be paid regular wages for time in attendance (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 their 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.

- i. 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.
- ii. In cases where an employee is on a leave of absence for a period of greater than three months, then the employee must provide a letter confirming their return date at least thirty (30) calendar days prior to returning to work.
- iii. Employee is entitled to enroll on casual list for this time.

34.02 Unpaid Leave - Affecting Seniority and Benefits

- i. 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 their former job and increment step.
- ii. 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 or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave. Upon return to work after the unpaid leave, the employee shall recommence the accumulation of seniority and benefits and receive credit for any benefits or seniority earned prior to the commencement of the unpaid leave.
- iii. Employees may opt to retain Health and Welfare benefit coverage on a leave of absence exceeding twenty (20) working days, subject to the limitations of the benefit plan and the carrier's contract with the Employer. Said coverage will be at the employee's expense.

iv. Employees must pay the Employer for benefit premiums for all benefits no later than the first of each month. Payment of benefit premiums shall be prorated for partial months.

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.

34.05 Unpaid Leave – After Three Years

- i. For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Leaves shall not exceed one year and shall not be taken for the purposes of alternate employment. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.
- ii. In cases where an employee is on a leave of absence for a period of greater than three months, then the employee must

provide a letter confirming their return date at least thirty (30) calendar days prior to returning to work.

iii. Employee is entitled to enroll on casual list for this time.

34.06 Compassionate Care Leave

- 1) Family members means: a member of an employee's immediate family, as defined in the *Employment Standards Act*.
- 2) An employee who requests leave under this article is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after:
 - a) The date the certificate is issued, or
 - b) If the leave began before the date of the certificate is issued, the date the leave began.
- 3) The employee must give the Employer a copy of the certificate as soon as practicable.
- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member dies;
 - b) The expiration of 52 weeks or other prescribed period from the date the leave began.
- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

34.07 Leave Respecting Disappearance of Child

- 1) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this article, the employee is entitled to unpaid leave for a period of up to 52 weeks. (For the purposes of this article, child means a person under 19 years of age)
- 2) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (1).
- 3) A leave under subsection (1) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- 4) A leave under subsection (1) may be taken by the employee in:
 - a) One unit of time, or
 - b) More than one unit of time, with the Employer's consent.
- 5) Despite subsection (4), a leave under subsection (1) ends on the earliest of the following dates, if any apply:
 - a) The date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
 - b) The date the employee is charged with a crime that resulted in the disappearance of the child;
 - c) The date that is 14 days after the date on which the child is found alive;
 - d) The date on which the child is found dead;
 - e) The date that is the last day of the last unit of time in respect of which the Employer consents under subsection (4)(b).
- 6) If requested by the Employer, the employee must, as soon as practicable provide to the Employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

34.08 Leave Respecting Death of Child

- 1) If a child of an employee dies and the employee requests leave under this article, the employee is entitled to unpaid leave for a period of up to 104 weeks. (For the purposes of this article, child means a person under 19 years of age)
- 2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is entitled, or, if already on leave, is no longer entitled, to leave under this section.
- 3) A leave under subsection (1) must be taken during the period that starts:
 - a) On the date the child dies, or
 - b) On the date the child is found dead, in the case of the child disappearing before the child dies,
And end on the date that is 105 weeks after the date referred to in a paragraph (a) or (b), as applicable.
- 4) A leave under subsection (1) may be taken by the employee in:
 - a) One unit of time, or
 - b) More than one unit of time, with the Employer's consent.
- 5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:
 - a) The date the employee is charged with a crime that resulted in the death of the child;
 - b) The date that is the last day of the last unit of time in respect of which the Employer consents under subsection (4)(b).
- 6) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the employee's child is dead.

34.09 Critical Illness or Injury Leave

- 1) Family members means: a member of an employee's immediate family, as defined in the *Employment Standards Act*.
- 2) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a

family member if a medical practitioner or nurse practitioner issues a certificate in accordance with subsection (4):

- a) Up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
 - b) Up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- 3) If a certificate issued in accordance with subsection (4), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (2)(a) or (b), as applicable, the employee:
- a) Is entitled to take the leave only up to the number of weeks indicated in the certificate, and
 - b) May, respecting the leave, obtain one or more additional certificates in accordance with subsection (4), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (2)(a) or (b), as applicable.
- 4) A certificate referred to in subsection (2) must:
- a) State that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury,
 - b) State that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
 - c) Set out the period for which the family member requires care or support.
- 5) The employee must give the Employer a copy of the certificate referred to in subsection (2) as soon as practicable.
- 6) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:
- a) The first day of the week in which the certificate referred to in subsection (2) respecting the family member is used;
 - b) The first day of the week in which the baseline state of health of the family member significantly changes and the

life of the family member is at risk as a result of an illness or injury.

- 7) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member in respect of whom the leave is taken dies;
 - b) The expiration of 52 weeks from the date the leave began.
- 8) A leave taken under this section must be taken in units of one or more weeks.
- 9) If an employee takes a leave under this section and, at the time referred to in subsection (7)(b), the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with subsection (4), and subsections (5) to (8) apply to the further leave.

34.10 Leave Respecting Domestic Violence

- 1) In this section:
 - a) “child” means a person under 19 years of age;
 - b) “domestic violence” includes:
 - i. Physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
 - ii. Sexual abuse by an intimate partner or by a family member,
 - iii. Attempts to physically or sexually abuse by an intimate partner or by a family member,
 - iv. Psychological or emotional abuse by an intimate partner or by a family member, including:
 1. Intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 2. Unreasonable restrictions on, or prevention of, financial or personal autonomy,
 3. Stalking or following, and
 4. Intentional damage to property;

- c) “eligible person” means, with respect to an employee,
 - i. A child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child’s parent or guardian,
 - ii. A person who:
 - 1. Is 19 years of age or older,
 - 2. Is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person’s parent or former guardian, and
 - 3. Is under the day-to-day care and control of the employee, who is the person’s parent or former guardian, and
 - 4. Prescribed person;
 - d) “family member” means any of the following:
 - i. The spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
 - ii. An individual who lives with the person as a member of the person’s family;
 - iii. Any other individual who is a member of a prescribed class;
 - e) “intimate partner” means, with respect to a person, any of the following:
 - i. An individual who is or was a spouse, dating partner or sexual partner of the person, or
 - ii. An individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).
- 2) In addition to experiencing domestic violence in the circumstances described in the definition of “domestic violence” in subsection (1), a child who is an employee or eligible person also experiences domestic violence if the child is exposed, directly or indirectly, to domestic violence experienced by any of the following individuals:
- a) An intimate partner of the child;
 - b) A family member of the child.

- 3) If an employee or eligible person experiences domestic violence, the employee may request leave for one or more of the following purposes:
 - a) To seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic violence;
 - b) To obtain for the employee or eligible person victim services or other social services relating to domestic violence;
 - c) To obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic violence;
 - d) To temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - e) To seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic violence;
 - f) Any prescribed purpose.
- 4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to:
 - a) Up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
 - b) In addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.
- 5) A leave under subsection (4)(b) may be taken by the employee in:
 - a) One unit of time, or
 - b) More than one unit of time, with the Employer's consent.
- 6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic violence against the eligible person.
- 7) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

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, they are unable to return to work when their 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.

(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.

(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 their 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 employee's 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.

36.04 Workload

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s).

Where the absence of one or more employee would create a significant increase in workload for other employees, the employee will resolve the matter by:

- (i) Discussing the situation with the affected employee's and shall provide direction on priority duties to be performed.
- (ii) Re-assigning work, and/or
- (iii) Utilizing casual employees in accordance with the Collective Agreement.

It is understood that the Employer is not required to replace absent employees.

ARTICLE 37 - HEALTH CARE PLANS

37.01 Eligibility

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

- Regular full-time employees must work thirty-seven-and-a-half (37.5) hours per week in a designated position.
- Regular 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.

37.02 Medical Plan

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

The Employer shall pay one-hundred percent (100%) of the premiums for full-time and part-time employees.

Coverage:

- 80% of Plan A – Basic
Effective August 1, 2019 coverage for Plan A increase to 85%.
- 50% of Plan B
The maximum coverage under Plan B is \$1,500 per year.
- 50% of Plan C – Orthodontics
The maximum coverage under Plan C is \$2,000 lifetime.

37.04 Extended Health Care Plan

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) every two (2) years.

Prescription Glasses: up to two-hundred dollars (\$200) every two (2) years.*

*Effective January 1, 2020 prescription glasses increase to \$300 every two years.

Effective January 1, 2020 Paramedical coverage:

(i) Physiotherapy shall have an annual limit of \$500.

(ii) Massage therapy shall have an annual limit of \$500.

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

38.01 Short-Term Disability

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

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

39.01 Eligibility

A regular employee will become eligible upon completion of the employee's probationary period for this benefit and will maintain such benefits provided that the following occurs:

- Regular full-time employees must work thirty-seven-and-a-half (37.5) hours per week in a designated position.
- Regular 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

The Employer shall pay one-hundred percent (100%) of the premiums for full-time and part-time employees.

- Eligible employees shall be covered to one-point-five times (1.5x) annual wages.
- 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

The Employer will provide a mandatory Group Registered Retirement Saving Plan for all regular employees who have successfully completed their probationary period on a one percent (1%) matching basis.

All regular employees, upon successful completion of the probationary period, shall be enrolled in the Plan at a one percent (1%) matched contribution level. Employees may voluntarily increase their contribution levels. If the employee chooses to increase contributions voluntarily, the Employer will match one-half (1/2) of the extra voluntary contribution over the mandatory 1%.

1. Employee contributions to the Plan through payroll deduction may be voluntarily increased to one (1) of the following options:
 - i. Effective January 1, 2017, 2% of regular earnings; (Employer would contribute 1.5%) or;
 - ii. Effective January 1, 2018, 3% of regular earnings. (Employer would contribute 2%)
2. Employees may opt to increase or decrease their contribution levels, as noted in (1) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
3. The Employer will administer the Plan.
4. Employees shall be able to increase their contribution rate above 2% (3% effective January 1, 2018), but any rate amount exceeding the maximum noted above shall not be matched by the Employer. Contributions shall be through payroll deduction.

5. The Employer shall ensure all new eligible employees are informed of their entitlement to participate in the plan.

Effective January 1, 2022:

(i) Mandatory contributions to be 1.5%.

(ii) Employer matching is ½ of the voluntary contribution over the 1.5% up to an employee contribution of 3%.

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

41.01 Employment Insurance Act

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

Premiums rebated by the *Employment Insurance Act* shall be paid directly to employees by the Employer.

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 percent (50%) 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 pay statement given to employees shall include a statement listing statutory holidays paid, adjustments including overtime, sick pay entitlement (in hours), vacation hours (including current and accrual), 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 LCU Team Leader

The employee with a concern will discuss the matter with the LCU Team Leader with the objective of resolving the concern. At their request the employee may be accompanied by a steward.

47.03 Unusual Occurrence Report Form

If the matter is not resolved to their satisfaction, the employee may complete an Unusual Occurrence Report Form within seven (7) calendar days of their discussion with the LCU Team Leader. 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, they may request the issue be heard by a Troubleshooter or may file a grievance in accordance with Article 9 of this agreement.

ADDENDUM #1 - WAGE SCHEDULE

POSITION		Current Wage	Apr 1, 2019 2.75%	Jan 1, 2020 2.25%	Jan 1, 2021 2.25%	Jan 1, 2022 2.00%
Recreation Assistant	Start	\$ 19.03	\$ 19.55	\$ 19.99	\$ 20.67	\$ 21.29
	after 975 hrs	\$ 20.02	\$ 20.57	\$ 21.03	\$ 21.71	\$ 22.33
	after 1950 hrs	\$ 20.69	\$ 21.26	\$ 21.74	\$ 22.42	\$ 23.04
Resident Care Aide	Start	\$ 20.02	\$ 20.57	\$ 21.03	\$ 21.71	\$ 22.33
	after 975 hrs	\$ 20.02	\$ 20.57	\$ 21.03	\$ 21.71	\$ 22.33
	after 1950 hrs	\$ 20.69	\$ 21.26	\$ 21.74	\$ 22.42	\$ 23.04
Licensed Practical Nurse	Start	\$ 26.45	\$ 27.18	\$ 27.79	\$ 28.47	\$ 29.09
	after 975 hrs	\$ 27.83	\$ 28.60	\$ 29.24	\$ 29.92	\$ 30.54
	after 1950 hrs	\$ 28.68	\$ 29.47	\$ 30.13	\$ 30.81	\$ 31.43
Licensed Care Unit Team Lead	Start	\$ 29.07	\$ 29.87	\$ 30.54	\$ 31.23	\$ 31.85
	after 975 hrs	\$ 30.59	\$ 31.43	\$ 32.14	\$ 32.86	\$ 33.52
	after 1950 hrs	\$ 31.53	\$ 32.40	\$ 33.13	\$ 33.88	\$ 34.56
Receptionist	Start	\$ 18.16	\$ 18.66	\$ 19.08	\$ 19.51	\$ 19.90
	after 975 hrs	\$ 19.11	\$ 19.64	\$ 20.08	\$ 20.53	\$ 20.94
	after 1950 hrs	\$ 19.70	\$ 20.24	\$ 20.70	\$ 21.17	\$ 21.59
Housekeeping/ Laundry Worker	Start	\$ 16.51			\$ 16.88	\$ 17.22
	after 975 hrs	\$ 17.37			\$ 17.76	\$ 18.12
	after 1950 hrs	\$ 18.03			\$ 18.44	\$ 18.81
Maintenance Assistant	Start	\$ 17.91	\$ 18.40	\$ 18.81	\$ 19.23	\$ 19.61
	after 975 hrs	\$ 18.84	\$ 19.36	\$ 19.80	\$ 20.25	\$ 20.66
	after 1950 hrs	\$ 19.39	\$ 19.92	\$ 20.37	\$ 20.83	\$ 21.25
Community Relations Assistant	Start	\$ 18.34	\$ 18.84	\$ 19.26	\$ 19.69	\$ 20.08
	after 975 hrs	\$ 19.29	\$ 19.82	\$ 20.27	\$ 20.73	\$ 21.14
	after 1950 hrs	\$ 19.89	\$ 20.44	\$ 20.90	\$ 21.37	\$ 21.80
Courtesy Driver *	Start	\$ 17.50	\$ 17.98	\$ 18.38	\$ 18.79	\$ 19.17
	after 975 hrs	\$ 18.00	\$ 18.50	\$ 18.92	\$ 19.35	\$ 19.74
	after 1950 hrs	\$ 18.50	\$ 19.01	\$ 19.44	\$ 19.88	\$ 20.28

LPN, RCA, Recreation Assistant:

January 1, 2021: 2.25% based upon the 1,950 hour rate increase difference of the LPN = \$0.68.

January 1, 2022: 2% based upon the 1,950 hour rate increase difference of the LPN = \$0.62.

Housekeeping / Laundry Worker:

- January 1, 2020: Lump sum payment based upon 2.75% of straight-time wages based upon earnings from April 1, 2019 to December 31, 2019; straight-time and overtime wages include vacation, sick, and stat days.
- July 1, 2020: Lump sum payment equivalent to 2.25% of annual wages based on hours worked from January 1, 2020 until June 30, 2020.

*New position: Courtesy Driver, effective December 21, 2018.

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

RE: Exclusions

The parties agree that the following positions shall be agreed as excluded, and bargaining unit duties performed by these excluded positions can continue into the future.

Community Relations Manager
Office Team Leader
Recreation Manager
Maintenance Manager

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.

**SIGNED ON BEHALF OF
THE UNION:**



Cherene Palmer
Negotiator

July 10/20

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Peter Kafka
Negotiator

Aug 28/20

Dated

MEMORANDUM OF AGREEMENT #2
BETWEEN
BERWICK ON THE LAKE
AND
HOSPITAL EMPLOYEE'S UNION

RE: Article 19 – Scheduling

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

Housekeeping/Laundry Position, Day Shift (Wednesday through Sunday)

Housekeeping/Laundry Position – Day Shift (Friday through Tuesday)

Maintenance Assistant, Day Shift (Tuesday through Saturday)

**SIGNED ON BEHALF OF
THE UNION:**



Cherene Palmer
Negotiator

July 10/20

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Peter Kafka
Negotiator

Aug 28/20

Dated

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

RE: 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.

**SIGNED ON BEHALF OF
THE UNION:**



Cherene Palmer
Negotiator

July 10/20

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Peter Kafka
Negotiator

Aug 28/20

Dated

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

RE: Article 2.01 Definition of a Full-Time Employee and the following employees: Raven Foster

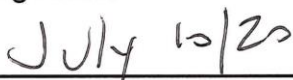
Whereas the definition of a regular full-time employee has been agreed by the Union and the Employer to be a 37.5 hour work week, and

Whereas the employee referenced above works less than 37.5 hours per week but has been treated as regular full-time employee for benefits' purposes, it is agreed they will continue to be considered a regular full-time employee for benefit entitlements currently enjoyed until retirement, resignation or reassignment to regular part-time or casual status, on a voluntary or involuntary basis, as long as they maintain an average of a minimum of thirty (30) hours per week.

**SIGNED ON BEHALF OF
THE UNION:**



Cherene Palmer
Negotiator

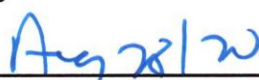


Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Peter Kafka
Negotiator



Dated

**SIGNED ON BEHALF OF
HOSPITAL EMPLOYEES'
UNION:**




Maire Kirwan
Coordinator – Private Sector




Cherene Palmer
Negotiator



Jamie Cooper
Bargaining Committee Member

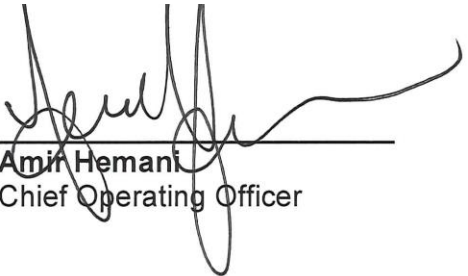


Raven Foster
Bargaining Committee Member



Dated

**SIGNED ON BEHALF OF
BERWICK ON THE LAKE:**



Amir Hemani
Chief Operating Officer



Wayne Melvin
General Manager



Peter Kafka
Negotiator



Dated