

**Association of  
Neighbourhood  
Houses of  
British  
Columbia  
(ANHBC)**

**2025-  
2028**

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COLLECTIVE AGREEMENT

BETWEEN

ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH  
COLUMBIA (ANHBC)

AND

THE BRITISH COLUMBIA NURSES' UNION

December 1, 2025 – November 30, 2028

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## **PREAMBLE**

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

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

The parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission's 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls' 231 calls to justice, and also include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report, including its 24 recommendations.

To this end, both parties believe that everyone belongs in an equitable, diverse and caring community. We value and celebrate diversity and inclusion and define diversity broadly to encompass many individual attributes. We aim to create an environment that actively embraces diversity and inclusion by recognizing the value in the uniqueness of all individuals.

The parties are committed to confronting and healing systemic racism in our provision of holistic health care services and recognize the importance of learning from Indigenous peoples and all communities in developing a culturally safe and welcoming holistic care for all.

## **ARTICLE 1 – DEFINITIONS**

“**Calendar Day**” means a twenty-four (24) hour period ending at midnight.

“**Calendar Year**” means a period of twelve (12) consecutive months commencing on the first day of January.

“**Certification**” means the certification awarded by the Labour Relations Board of British Columbia to the Union.

“**Common-Law Spouse**” means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

“**Employee**” means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

“**Employer**” means the corporation, society, person(s), organization, facility, agency, or centre as listed in the appendix attached to the certification issued by the Labour Relations Board of British Columbia.

“**Head Office of the Union**” means the head office of the British Columbia Nurses’ Union.

“**Increment Step**” means the annual gradation of wages within a classification.

“**Nurse**” refers to Licensed Practical Nurses, Registered Psychiatric Nurses, Registered Nurses as defined by the *Health Professions & Occupations Act*.

“**Scheduled Day Off**” means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

“**Steward**” means an employee within the Employer’s service elected or appointed by the Union or its members to represent the Union and its members.

“**Union**” means the BC Nurses’ Union.

“**Union Representative**” means a member of the staff of the Union or designated substitute.

“**Worksite**” means a facility, agency, centre, program, organization or location where an employee is assigned to work either at or from.

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

## **ARTICLE 2 – UNION RECOGNITION AND SECURITY**

### **2.01 Union Recognition**

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

### **2.02 Scope of Agreement**

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

### **2.03 Union Security**

Current and new employees covered by the certification shall become members of the Union and shall maintain membership in good standing in the Union as a condition of continuing employment.

### **2.04 Union Dues and Deductions**

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

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

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

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

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement listing the employee's first name, last name, last four digits of the BCCNM Nurse ID number, phone number provided by the employee, increment step, worksite name, bargaining association affiliation and the pay periods covered, with start and end dates of the pay periods. The Employer will provide the dues report to the Union in either Microsoft Excel or .csv format provided that it can be done so at no additional cost to the Employer.

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

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

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 General Rights**

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

### **3.02 Employer Policies**

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

## **ARTICLE 4 – UNION RIGHTS AND ACTIVITIES**

### **4.01 Individual Agreement**

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

The Employer and the Union agree not to enter into any agreement or contract which in any way conflicts with the terms and provisions of this Agreement.

### **4.02 Contracting Out**

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

### **4.03 Employer's Business**

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

### **4.04 Stewards**

- a) The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.
- b) The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.
- c) The duties of stewards include but are not limited to the following:
  - i. investigating complaints of an urgent matter;
  - ii. investigating grievances;
  - iii. assisting employees in preparing and presenting a grievance in accordance with the grievance procedure;
  - iv. supervising ballot boxes and other related functions during ratification votes;
  - v. attending meetings called by management;
  - vi. accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated;
  - vii. meeting with new employees during their orientation;
  - viii. acting as appointees to the Union/Management Committee; and
  - ix. accompanying an employee, at their request, at a respectful workplace meeting.

- d) Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:
- i. have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld;
  - ii. make every endeavour to complete their business in as short a time as possible; and
  - iii. advise their supervisor of their return to the work area. Stewards shall not interrupt the normal operations of the worksite.

#### **4.05 Union Representative Visits**

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite. Reasonable accommodation will be made to allow the Presidents of the Unions to have access to union members to conduct union business.

#### **4.06 Superior Benefits**

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

#### **4.07 Personnel File**

##### **a) Employee Access**

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

##### **b) Union Representative or Steward Access**

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

##### **c) Confidential Nature of Personnel File**

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

#### **4.08 Copies of the Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall make the Collective Agreement available to employees both in electronic and booklet form.

#### **4.09 New Employees**

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

#### **4.10 List of New and Terminating Employees**

The Employer shall provide the Union with list of new and terminated employees specifying the last four digits of the BCCNM Nurse ID number, status, position and wage classification level of each employee as needed.

#### **4.11 Union/Management Committee**

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

- a) The Employer and the Union shall each appoint a minimum of one (1) and a maximum of four (4) representatives to the Union/Management Committee.
- b) The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.
- c) Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion. Furthermore, the Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation and shall not supersede the activities of any other committee of the Union or of the Employer.

## **ARTICLE 5 – EMPLOYEE STATUS**

### **5.01 Probationary Period**

- a) All regular employees shall be probationary during their first three (3) months of employment or 455 hours worked, whichever is greater. The term “three (3) months” is defined as the period from any given date in one month to the immediately preceding date three (3) months later.
- b) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- c) During the probationary period, the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.
- d) Upon the completion of this probationary period, the employee shall be granted seniority dating from the first day of employment with the Employer.

### **5.02 Regular Full-Time Employees**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 6 – Hours of Work and shall be entitled to all rights and benefits of this Agreement.

### **5.03 Term Employees**

- a) Term employees may be employed temporarily and in a fixed term to work full shifts or part shifts on a continuous or intermittent basis, at the discretion of the employer, in capacities such as:
  - i. Extended Sickness relief.
  - ii. Extended leave of absence relief.
  - iii. Maternity leave relief.

Term employees may achieve Regular part-time or Regular full-time status only by successfully bidding into a permanent vacancy through the job posting procedure. A term employee who fills in for a full-time or part-time employee shall not thereby become a full-time employee.

#### **b) Provisions of the Collective Agreement that do not Apply**

Term employees are entitled to all benefits of the Collective Agreement except the following:

- Article 9 – Paid Vacation
- Article 21 – Extended Health and Pension

#### **c) Letter of Appointment**

All term employees shall receive a letter of appointment immediately following recruitment clearly stating their employment status, their classification and wage level.

d) **Orientation**

The Employer will provide term employees with orientation.

e) **Wage Entitlement**

- i. Term employees shall be paid in accordance with the wage schedule. They shall move to the next increment step when they successfully complete twelve (12) months of service or 1827 hours
- ii. Term employees shall receive 6% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations.
- iii. A term employee shall be entitled to additional hours in accordance with Article 7.

f) **Sick Time**

Term employees are entitled to the 5 paid sick days administered in accordance with the *Employment Standards Act*.

**5.04 Termination of Employment**

- a) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice. The period of notice must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 9.

Provided that twenty-eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions above and may schedule any portion of their accrued vacation entitlement immediately prior to retirement.

- b) The Employer may waive the written notice as set forth in (a) above.
- c) A regular employee who fails to give twenty-eight (28) calendar days' notice of termination shall be paid their earned vacation entitlement less two percent (2%); for example; an employee entitled to 8% shall be paid 6%; an employee entitled to 10% shall be paid 8%; etc.
- d) The Employer shall notify the Union of all employee terminations within seven (7) calendar days of the notice of termination. (Reference Article 18.06 Resolution of Employee Dismissal or Suspension Disputes.)

Employer terminations are subject to the grievance and arbitration procedure.

## **ARTICLE 6 – HOURS OF WORK**

### **6.01 Work Day**

The standard workday will consist of seven (7) hours, worked between the hours of 09:00 and 16:00. The hours of work of the standard workday may be changed upon mutual agreement between the parties, if/when funding changes.

### **6.02 Flex Start Time**

At times, staff might start later in the day to attend an afternoon meeting or training. In these instances, start time and stop time may be flexed to minimize additional hours worked.

### **6.03 Work Week**

The standard work week shall consist of five (5) shifts between Monday to Friday inclusive resulting in thirty-five (35) hours per week. The standard work week may be changed upon mutual agreement between the parties if/when funding changes.

### **6.04 Meal and Rest Breaks**

Employees shall receive thirty (30) minute paid lunch break and single fifteen (15) minute paid coffee break during their seven (7) hour shift as they are expected to be on-call and available.

## **ARTICLE 7 - ADDITIONAL HOURS**

The employer is responsible for ensuring that the employees do not work an excessive amount of hours by providing sufficient time to refresh between scheduled work times.

### **7.01 Definition**

Additional hours are authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 6 - Hours of Work.

### **7.02 Authorization**

The Employer and employee shall mutually agree if there is a need for additional hours.

### **7.03 Employee's Right to Decline Additional Hours**

The Employer may request an employee to work a reasonable amount of additional hours. Should the employee believe that the Employer is requesting the employee to work more than a reasonable amount of additional hours, then the employee may decline to work the additional hours, except in emergency conditions, without being subject to disciplinary action.

### **7.04 Time Bank**

All authorized additional hours worked shall be placed in a time bank where compensatory time off is recorded. Any additional hours must be pre-authorized by the Employer and agreed upon by the employee. Employee will take compensatory time off in lieu of receiving pay for additional hours worked. Any unauthorized hours will not be compensated in any form. Scheduling of the compensatory time off will be mutually agreed upon between the Employer and the employee.

Compensatory time off must be taken within three (3) months from the date when the additional hours occurred and must be authorized. The balance in the "time bank" shall not exceed fourteen (14) hours unless approved in writing by the Employer. All compensatory hours must be taken by the end of the fiscal year and cannot be carried over to the next fiscal year.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

### **8.01 Statutory Holiday Entitlement**

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

New Year's Day	Labour Day
B.C Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

### **8.02 Payment for Paid Holidays**

A regular full-time employee shall receive regular pay for each day off for the aforementioned statutory holidays. Note: Term employees already receive payment as part of pay in lieu of benefits (Reference Article 5).

### **8.03 Statutory Holidays that Fall on a Weekend**

When Statutory Holidays fall on Saturday or Sunday, they will be celebrated either on the Friday or Monday.

### **8.04 Work on a Paid Holiday**

An employee required to work a statutory holiday shall be paid at the rate of 1.5 times their rate of pay

## **ARTICLE 9 – PAID VACATION**

### **9.01 Vacation Entitlement**

- a) Regular employees shall be entitled to vacation leave based on length of service.
- b) Vacation time off is earned from April 1 to March 31 each year.
- c) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before March 31, as follows:

- 16 work days after 1 year of continuous\* service
- 20 work days after 2 years of continuous service
- 22 work days after 5 years of continuous service
- 24 work days after 6 years of continuous service
- 25 work days after 10 years of continuous service
- 28 work days after 11 years of continuous service
- 29 work days after 15 years of continuous service
- 30 work days after 16 years of continuous service
- 35 work days after 21 years of continuous service
- 40 work days after 30 years of continuous service

\*Continuous service means years of service with the Employer but does not include any of the following periods:

- i. Time spent as a term employee.
  - ii. Time spent on an unpaid leave of absence beyond 60 work days in any year.
  - iii. Time spent on layoff.
  - iv. Time spent in receipt of long-term disability insurance plan benefits.
- d) Regular employees with less than one (1) years' service on the March 31 cut-off date shall receive a prorated amount of vacation leave.
  - e) No current employee shall have a decrease to their current vacation entitlement.

### **9.02 Terminating Employees**

- a) When a regular employee's service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article.
- b) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

### **9.04 Scheduling of Vacation**

- a) The Employer shall permit annual vacations to be scheduled taken during the entire year.
- b) The scheduling of vacations shall be subject to the operational requirements of the Employer.

- c) Once the vacation has been approved, it shall only be changed by mutual consent.
- d) Employees may request advance vacation credits up to the maximum annual entitlement of their current year, pending approval from the employer. Employees who are under probation cannot advance vacation credits unless mutually agreed during the hiring process.

#### **9.05 Vacation Entitlement Earned During Vacation**

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

#### **9.06 Sick or Injury Prior to Vacation**

In the event that an Employee is sick or injured prior to the commencement of their vacation, such Employee shall be granted sick leave and the vacation period, so displaced, shall be added to the vacation period if requested by the Employee and by mutual agreement, or shall be reinstated for use at a later date.

#### **9.07 Vacation Carryover**

To ensure necessary rest and relaxation, employees are expected to take their vacation within the year it is earned. Employees shall be entitled to a maximum carryover of five (5) days of vacation to the following year.

## **ARTICLE 10 – TIME AWAY FROM WORK**

### **10.01 Sick Leave**

- a) Regular employees earn sick leave credits at the rate of one and one half (1 ½ ) days per month to a maximum of eighteen (18) days per year. Sick leave credits, if not used, shall accumulate to a maximum of seven hundred and thirty-five (735) hours or one hundred and five (105) days.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and five (105) work days or seven hundred and thirty-five (735) hours, shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 735 hours, no further credits shall be earned until the accumulated balance is reduced below 735 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 735 hours.

- b) Employees shall be granted sick leave with pay when they are unable to perform their duties due to illness or injury, provided they have sick leave credits available.

Sick leave with pay is only payable because of sickness or injury and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

- c) A medical note, signed by any healthcare professional designated under the Health Professions Act, may only be requested for any absences greater than five (5) days for the first two leaves within a calendar year. The threshold is reduced to three (3) consecutive days within the same calendar year for subsequent leaves at which time a doctor's certificate may be requested for each leave of more than three (3) consecutive work days.
- d) When an employee is granted sick leave with pay, and WCB is subsequently approved for the same period it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.
- e) Subject to operational requirements and upon at least two (2) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for their normal off-duty hours. Employees will be required to furnish proof of the need if required by the Employer.
- f) An employee shall not be granted sick leave with pay when under suspension or on a leave of absence without pay, unless agreed to by the parties.

## **10.02 Family Leave**

An employee shall earn family leave credits with pay up to a maximum of fifty-six (56) hours, or eight (8) days annually at the rate of one-half (0.5) day every four (4) weeks. Family leave shall be granted to a maximum of the accumulated leave at the time the family leave is taken.

Family leave shall be granted for instances such as (but not limited to) marriage leave, parental leave, caring for an immediate family member, compassionate leave, bereavement leave or any other family related circumstances as determined by the employee.

## **10.03 Bereavement Leave**

Bereavement leave with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, step-child, foster child, parent (or alternatively step-parent or foster parent), sibling, step-sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparents, grandchild, legal guardian and any person who lives with an employee as a member of the employee's family.

Employees are entitled to five (5) days with pay which may be split and taken immediately following the death and for the funeral. Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay.

## **10.04 Personal Days**

The Employer shall grant two (2) paid personal days per calendar year which can be taken for any reason. Such personal days are subject to operational requirements and can be attached to other leaves of absence, including vacation and paid statutory holidays.

## **10.05 Union Leave**

- a) 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 operations of the Employer.
- b) In requesting such leaves of absence, the Union shall attempt to give fourteen (14) days written notice to the Employer to be confirmed in writing. The Employer will attempt to respond to the application within three (3) days (exclusive of weekends and statutory holidays).
- c) Leave of absence shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- d) 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 involved for that employee.

## **10.06 Jury Duty & Court Appearances**

- a) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being themselves a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- b) An employee in receipt of their regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that they are normally scheduled to work, providing these do not exceed their regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- c) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (a) preceding.
- d) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

## **10.07 Domestic and Sexual Violence Leave**

- a) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:
  - 1) Up to five (5) days of paid leave coded as personal leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;
  - 2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and
  - 3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.
- b) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.
- c) An employee granted leave under this Article shall be entitled to benefits in accordance with a Unpaid Leave of Absence under this Article. For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- d) Casual employees will not be required to be available for shifts as outlined above.
- e) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.

## **10.08 General Unpaid Leave of Absence**

- a) An employee granted any unpaid leave of absence totaling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable Superannuation or pension plans, provided the employee continues to remit their contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer. Union Leave shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.
- b) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.
- c) Unpaid leaves of absence shall not affect annual increments, when granted for educational purposes and parental leave.
- d) Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in additional compensatory time obligations.

## **10.09 Leaves under the BC Employment Standards Act**

Employees meeting the criteria for unpaid leaves of absence as declared in accordance with the provisions of Part 6 of the *Employment Standards Act* will be granted the following:

- Maternity Leave/Parental Leave
- Family Responsibility Leave
- Compassionate Care Leave
- Critical Illness or Injury Leave
- Reservists Leave
- Leave Respecting Disappearance of a Child
- Leave Respecting the Death of a Child

In addition to the above, any other unpaid leave of absence as declared in Part 6 of the *Employment Standards Act* shall be deemed to be unpaid leaves of absence for the purpose of this agreement.

## **ARTICLE 11 – MATERNITY AND PARENTAL LEAVE**

### **11.01 Maternity and Parental Leave – Birthing Parent**

#### **a) Maternity Leave**

A pregnant regular employee shall be granted up to seventeen (17) consecutive weeks maternity leave of absence without pay. Such leave may commence thirteen (13) weeks prior to the expected birth date or any time thereafter at the request of the employee. The maternity leave shall commence immediately upon the birth if it occurs prior to the timeline outlined above. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of the pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

#### **b) Parental Leave**

In addition to a maternity leave of absence as described above, upon written request and within seventy-eight (78) weeks of the birth of the child, a regular employee shall also be granted an unpaid parental leave of absence of up to sixty-one (61) consecutive weeks. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

#### **c) Special Circumstances**

- i. 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 (a) above.
- ii. A request for special circumstances leave pursuant to Article 11.01(C)(i) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.
- iii. If the newborn child will be or is at least six (6) months of age at the time the child comes under the care of the employee, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- iv. An employee's combined entitlement to leave under sub- sections (A), (B), and (C) of Article 11.01 is limited to eighty-nine (89) weeks.

d) Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected birth date.

f) The Employer shall not terminate an employee or change a condition of their employment because of the employee's pregnancy or their absence for maternity reasons.

## **11.02 Parental Leave – Non-birthing Parent**

### **a) Parental Leave**

Upon written request, and within seventy-eight (78) weeks of the birth or placement of the child, a regular employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay.

### **b) Special Circumstances**

If the newborn or adopted child will be or is at least six (6) months of age at the time the child comes under the actual care and custody of the employee and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, a regular employee may apply for up to five (5) additional weeks parental leave without pay. The additional weeks must be taken immediately after the unpaid leave in Article 11.03(A) above. The combined parental leave and parental leave (special circumstances) cannot exceed sixty-seven (67) weeks.

## **11.03 Benefits Continuation**

a) For leaves taken pursuant to Article 11.01 and 11.03 the first twenty (20) work days of such leave, the employee shall be entitled to their benefits pursuant to Article 10.

b) For the balance of the leaves taken pursuant to Article 11.01 and 11.03, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

c) Any further leave granted will be unpaid leave without any benefits.

## **11.04 Notice Requirement**

An employee shall make every effort to give four (4) weeks' notice prior to the commencement of a leave of absence pursuant to Article 11.01 and 11.03, and at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

Notwithstanding the above, an adoptive parent will notify the employer when they are advised of the date of the adoptive placement. The employee shall furnish proof of adoption.

## **11.05 Return to Employment**

a) An employee resuming employment after a leave of absence pursuant to Article 11.01 and 11.03 shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of their absence.

b) Notwithstanding Article 9, vacations, vacation entitlement, and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 11.01 and 11.03. At the employee's discretion, vacation earned pursuant to this Article may be paid out, taken at the end of the leave, or carried over to the following year notwithstanding Article 9.

## **ARTICLE 12 – SENIORITY**

### **12.01 Definition**

Seniority is defined as the length of the employee's continuous employment with the Employer from their date of hire.

### **12.02 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- a) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- b) absence due to maternity leave as provided for in this Agreement;
- c) absence due to any paid leave for the period of the leave;
- d) absence due to the conduct of Union business;
- e) absence due to lay-offs, for the first twenty (20) work days;
- f) absence due to a general unpaid leave of absence, for the first twenty (20) work days;  
and
- g) absence while on a long-term disability claim (including the qualifying period).

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

### **12.03 Employment in Excluded Positions and Within Other Bargaining Units**

- a) An employee accepting a position of a continuous nature which is with the same Employer but outside of their bargaining unit, shall retain their seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- b) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate their seniority. The maximum term of any such substitution in an excluded position shall be no greater than twenty-four (24) months in length unless otherwise agreed to with the Union.

### **12.04 Seniority Lists**

- a) It is agreed that a seniority list will be supplied to the Union by the Employer when requested from time to time. The Union agrees not to request such lists more frequently than once every three (3) months.
- b) The following information will be provided on the seniority list: name, phone number, e-mail address, pay level, regular classification, length of service, and start date with the Employer.

- c) It shall be the Employer's responsibility to maintain an address file for all employees and it shall be the employee's responsibility to notify their Employer in writing of any change of address or phone number.

## **ARTICLE 13 – JOB POSTINGS**

### **13.01 Postings**

The Employer shall notify all current employees regarding all vacant positions internally via email before posting them externally. They will have seventy-two hours to respond if they are interested. If there are no qualified applicants, the Employer will advertise in the community by describing the position, the location of the vacancy, the date of commencement and the required qualifications. The Employer shall post and advertise all vacancies as per this process as soon as they become aware of one.

### **13.02 Temporary Appointments**

The Employer may make a temporary appointment to a position in which the present incumbent has been granted a leave of absence. Where such a leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months' duration, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

Where a job posting under 13.01 is filled by a term position and the term employee occupies the position in excess of four (4) months, they will be entitled to the following benefits:

- a) ability to take vacation time off, provided that the term employee notifies the Employer immediately upon acceptance of the appointment indication that vacation benefit is not to be paid out on every payday but accrued instead.
- b) Upon commencement in the appointment, the employee shall accrue sick leave benefits in accordance with Article 10.01.

### **13.03 Orientation and Training**

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite to enable the employee to adjust. Orientation shall include:

- fire and disaster plan
- organizational structure
- relevant policies and procedures
- physical layout of the worksite and unit
- duties of the position

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

### **13.04 Creation of New Positions**

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification level it has assigned to that position shall provide a copy of the new job description to the Union.

## **ARTICLE 14 – HEALTH AND SAFETY**

### **14.01 Commitment**

The parties commit to establishing a culture of safety and violence reduction in every worksite.

In recognition of this, the parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from WorkSafeBC, providing the address, phone number, and website for WorkSafeBC.

The provisions of this Article are intended to be additional to, but may also be covered by, provisions of the Act and related regulations.

### **14.02 Joint Health and Safety Committee**

A joint health and safety committee shall be established in accordance with WorkSafeBC regulations.

### **14.03 Meetings During Work**

- a) A worker representative of the joint health and safety committee is entitled to paid time off from work for time required to attend meetings of the committee and other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other duties and functions of the committee.
- b) Time off to attend meetings is deemed to be time worked for the Employer, and the Employer must pay the member for that time at the appropriate rate of pay.
- c) Where Occupational Health and Safety Committee meetings are held during working hours, with the consent of the Employer, employee's time will not be deducted for attending such meetings or investigations into accidents.

### **14.04 Medical Examinations**

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

### **14.05 Safe Workplace**

- a) The Employer and employees recognize the need for a safe and healthy workplace and agree to take appropriate measures in order that risks of incidents, occupational disease, and violence are reduced and/or eliminated. The Employer will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.

- b) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- c) The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.

#### **14.06 Critical Incident Support**

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, threat of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. The Employer shall offer access to supports from a practitioner with experience in critical incident support and trauma informed practice including, but not limited to, psychologists, psychiatrists and/or registered clinical counsellors. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours. The Employer shall notify employees of the availability of supports, including the time, date and location and if provided to the Employer in advance the name, experience and/or qualification(s) of the practitioner participating in the session. Employees may request such supports be made available at a later date/time. If an employee has concerns regarding the practitioner, the Employer will consider those concerns which may include offering an alternative practitioner. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay. Employee participation in critical incident support is voluntary.

## **ARTICLE 15 – RESPECT IN THE WORKPLACE**

### **15.01 No Discrimination**

- a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia, which prohibits discrimination because of a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or other applicable protected grounds that may be added to the Human Rights Code.
- b) 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.
- c) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the workplace.

### **15.02 Complaint Investigations**

The parties agree that the following principles should apply to all investigations into a complaint of workplace violence and/or harassment:

- a) **Representation:** A Union representative shall be present upon request by either the complainant or respondent at any step of a respectful workplace investigation.
- b) **Fairness:** Investigations will be conducted in an objective and impartial manner free from bias. The complainant and respondent will have the opportunity to provide relevant information and have it considered. The complainant and respondent will be notified of the outcome of the investigation.
- c) **Thoroughness:** Investigations shall endeavor to uncover and collect all relevant information and evidence related to an incident or complaint.
- d) **Timeliness:** Investigations shall be conducted as soon as reasonably possible without sacrificing any of the other principles listed above.

## **ARTICLE 16 – DIVERSITY, EQUITY, AND INCLUSION**

### **16.01 Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare**

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include wide- spread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 In Plain Sight report.

The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act, SBC 2019, c 44*.

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers, including by committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety.

### **16.02 Gender Diversity & Inclusion**

- a) The parties agree that Two-Spirit, gender-diverse and transgender people have experienced and continue to experience barriers to respect, representation and safety in the workforce. Addressing these concerns in the health sector workforce is a critical strategy to ensure equity and inclusion within the health care system for both employees and patients/residents/clients/service users. To that end, the parties will actively engage in creating culturally safe and anti-racist workplaces that are inclusive of gender diversity, which may include policies and practices with a gender inclusive lens, gender-affirming leave(s), and workspaces for gender-diverse individuals and ongoing educational resources and supports.
- b) The parties will work together to protect the job security, privacy, and safety of Two-Spirit, transgender, and gender diverse employees at all times in accordance with the Collective Agreement and legislation.
- c) Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a gender-affirming support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how and if any name or pronoun changes will be communicated.
- d) Employees may request that the Employer correct their personal information, such as legal name and gender changes, on employee records, directories, and workplace documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. The Employer will correct personal information pursuant to applicable privacy law.

- e) Gender identity and expression are protected grounds pursuant to the *B.C. Human Rights Code*. Gender-based discrimination can happen at the workplace or online and includes but is not limited to intentional:
  - i. Deadnaming (using employee's former name);
  - ii. Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
  - iii. Doxxing (intentional sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).
- f) The Employer will review current policies and procedures to ensure they are gender inclusive.
- g) The Employer will make gender inclusive resources available to employees and managers.
- h) An employee worker may use the bathroom/changeroom of their lived gender regardless of whether or not they have sought or completed surgeries or completed a legal name or gender change.

### **16.03 Ceremonial, Cultural, Spiritual, and Compassionate Leave for Indigenous Employees**

Indigenous employees have a right upheld by BC Law, including the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 14, to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

#### **a) Definitions:**

- i. A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).
  - ii. "Family" for the purposes of accessing Compassionate leave includes an Indigenous Elder\* or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.
    - \* *An Indigenous Elder is designated as such by their community.*
- b) An Indigenous employee may request up to five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 10 as applicable (and per the expanded definition of "family").

- c) Where an Indigenous employee requires more than the days of leave in b) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable.
- d) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.
- e) The Employer will share annually with the Union relevant and available aggregate data relating to utilization of this leave. In consideration of the unique harms that improper or inadvertent use or disclosure of this data could cause, the Union will ensure safeguards are in place which, among other things, limit access to this data as much as practicably possible. The parties agree that the purpose of sharing this data is to further the parties' shared commitment to reconciliation and decolonization. To this end, the Union will obtain the providing Employer's agreement prior to utilizing the data for any external purpose.

## **ARTICLE 17 – EMPLOYEE EVALUATION, DISCIPLINE, AND DISCHARGE**

### **17.01 Evaluations**

Formal written performance evaluations of each employee shall be carried out during the probationary period. Not less than annually thereafter, Employers will provide employees with ongoing performance feedback.

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

### **17.02 Discipline & Discharge**

The Employer shall not discipline or discharge an employee unless there is just cause, the burden of proof of just cause lies with the Employer. All disciplinary action must be fair, warranted, reasonable and timely. When the Employer has established that an infraction has been committed by an employee and that disciplinary action is warranted, they will be disciplined within five (5) working days, unless the employee is absent, the discipline will be issued upon their return to work.

### **17.03 Records Removed**

#### **a) Records of Disciplinary Action**

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

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

#### **b) Letters of Expectation**

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed eighteen (18) months after the date of the letter.

The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

### **18.01 Preamble**

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

The parties recognize that they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level. The provision of information and documents does not affect the rights of the parties at arbitration.

### **18.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 18.01, other than for the suspension or dismissal of employees as set out in Article 18.06 and disputes under Article 18.03.

For the purposes of this Article, “Employer” means a person designated by the Employer to receive grievances. The phrase “the above expression of the parties’ “common interest” refers to the principle set out in the second paragraph of Article 18.01.

#### **Step 1**

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with the steward shall discuss the difference in a meeting with the Employer. The steward and the Employer may determine – at the conclusion of the meeting or within an agreed specified time (not to exceed fourteen (14) calendar days) – that the grievance is resolved or unresolved. Failing joint determination, the grievance is deemed to be unresolved.

#### **Step 2**

- a) If the grievance is not resolved through the Step 1 meeting, the Union may submit a written grievance to the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1. The grievance must be submitted on the common grievance form, with all the information required by the form.
- b) Following receipt of the written grievance, the Employer will provide a written response to the Union within fourteen (14) calendar days. The response must outline the basis upon which the grievance has been denied. The Union and the Employer will exchange legally permissible relevant documents, in accordance with the above expression of the parties’ common interest, and then meet within a further twenty-one (21) calendar days, or as agreed by the parties, to discuss the grievance and attempt to resolve the issue(s).

- c) Within a further fourteen (14) calendar days of the Step 2 meeting, if the grievance is not resolved, the Employer must provide a written response to the Union in accordance with the above expression of the parties' common interest.
- d) The Union must refer its grievance to arbitration within ninety (90) calendar days after the Union receives the Employer's written response under Article 18.02(c).

A settlement of a grievance under Article 18.02 is without prejudice in any other grievance or arbitration unless the Union and the Employer agree in writing that the settlement is with Prejudice.

The foregoing grievance procedure (Article 18.02) applies to Employer filed grievances in accordance with past practice (i.e., substitute "Employer" for "Union" and vice versa in the above procedure), other than those grievances set out in Article 18.03.

### **18.03 Policy Dispute**

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 2 of Article 18.02 shall apply.

### **18.04 Amending Time Limits**

If a party fails to comply with the time limits in Articles 18.02 or 18.03 (Step 2), then the grievance shall be considered abandoned, unless the parties have agreed, in writing, to extend the time limits or as otherwise ordered by an arbitrator. Both parties will endeavour to meet the timelines, however, where it is not possible for one party to do so, agreement to extend the timeline will not be unreasonably withheld by the other party.

### **18.05 Resolution of Employee Dismissal or Suspension Disputes**

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

#### **Step 1**

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

#### **Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 2 of Article 18.02.

#### **18.06 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been discussed at Step 1 of the grievance procedure, the Employer or its representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the steward or the Union.

## **ARTICLE 19 – ARBITRATION**

### **19.01 Arbitration**

After exhausting the grievance procedure and subject to the applicable time limits set forth in this Agreement, the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration as hereinafter provided:

- (a) The Parties shall jointly agree to the appointment of a single arbitrator. This list may be considered:
  - a. Ken Saunders
  - b. Julie Nichols
  - c. Jessica Gregory
  - d. Rick Coleman

If the Parties fail to agree on such appointment within ten (10) calendar days, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator.

- (b) Either party may notify the other Party and the Arbitrator in writing of the question or questions to be arbitrated.
- (c) The arbitrator shall have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation and will issue a decision. The decision shall be final and binding upon the parties, and upon any Employee affected by it.
- (d) The Arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions by Section 89 of the *Labour Relations Code of British Columbia*.

### **19.02 Cost Sharing**

The Employer and the Union shall be in equal proportions, the costs, expenses and allowances of the Arbitrator.

### **19.03 Time Off Work for Arbitration Purposes**

Employees, Stewards, and Grievors required by either the Employer or the Union to attend or participate in any investigations, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the Employer for this purpose and this time shall be deemed to be time worked. Such time off work shall not be unreasonably denied by the Employer and shall not exceed eight (8) hours per day per person.

## **ARTICLE 20 – LAYOFF AND RECALL**

### **20.01 Layoff**

In the event of a reduction in the workforce, regular employees shall be laid-off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid-off. At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

- a) An employee who is qualified and yet unwilling to do the work shall be laid-off.
- b) A laid-off employee may have access to term work without affecting their status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to term employees except as outlined in Article 20.03.

### **20.02 Advance Notice**

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

- a) An eligible employee, as defined in Article 5.02, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of ten (10) weeks' pay.

### **20.03 Benefits Continued**

- a) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 10)
- b) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for a period of three (3) months.
- c) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) month.
- d) For the first twenty (20) work days of lay-off as expressed in (a) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (b) and (c) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

### **20.04 Recall**

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

Laid-off employees may decline recall to one regular position within the Geographical Area without affecting their lay-off status. Laid off employees will be offered but are not required to accept regular positions outside the Geographical Area.

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

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

#### **20.05 Recall Period**

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

#### **20.06 Leaves of Absence**

Employees on leave of absence are not subject to lay-off until completion of such leave.

## **ARTICLE 21 – HEALTH BENEFITS AND PENSION**

### **21.01 Medical, Extended Health and Dental Plan**

The Employer shall enroll eligible employees in the following group insurance plan(s) at the time of hire except where the employee advises that they have alternate coverage:

- a) The Employer agrees to contribute one hundred percent (100%) of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan.
- b) The Employer agrees to contribute one hundred percent (100%) of the premium costs of the Long-Term Disability Plan for employees under the age of sixty-five (65).
- c) The Employer shall pay one hundred percent (100%) of the premium cost of the Health Insurance Plan for eligible employees and their eligible dependents.
- d) The Employer shall pay one hundred percent (100%) of the premium cost of the Dental Plan for eligible employees and their eligible dependents.

*Please see Appendix A for a summary of health benefits.*

An employee who has not enrolled in a plan or has withdrawn may re-enroll in a plan subject to carrier approval and conditions. The Employer may opt to change benefits providers to maintain or improve benefit coverages. If such a change occurs, the Employer will inform the employees and the Union in advance with as much notice as possible.

### **21.02 Eligibility for Medical, Extended Health, and Dental Plan**

- a) All regular full-time employees shall be deemed eligible to receive these plans.
- b) Term employees who have filled and worked in a temporary position for a period of six (6) months, shall be enrolled in the benefit plan for the remaining period of the temporary position. The provisions will be consistent with the Collective Agreement.

### **21.03 Municipal Pension Plan**

Regular employees shall be covered by the provisions of the Municipal Pension Plan (MPP). All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment.

Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules apply.

At the request of the employee, the Employer shall provide the employee with pertinent pension plan information.

## **ARTICLE 22 – WAGES AND COMPENSATION**

### **22.01 General Wage and Increases**

The Parties agree to follow the BCNU (NBA-HEABC) Collective Agreement for wage rates. All wage increases which adhere to the BCNU (NBA-HEABC) Collective Agreement will be retroactive to same dates as per the effective BCNU (NBA-HEABC) Collective Agreement.

### **22.02 Increments**

A regular employee shall be entitled to increments based on a year's length of service subject to Article 10 – Time Away from Work.

### **22.03 Previous Experience**

A new employee shall have their previous nursing experience recognized by the employer, regarding their placement on the wage grid, based upon the following:

- a) one (1) annual increment for every one (1) year's experience; or
- b) where more than two (2) years have elapsed since such experience was obtained, one (1) annual increment for every one (1) year's experience minus one (1) increment for each year in excess of two (2) years to a maximum of a five (5) year lapse.

If more than five (5) years have lapsed, there shall be no credit for previous experience.

### **22.04 Pay Days**

Employees are paid bi-monthly on the 15<sup>th</sup> and last day of the month.

### **22.05 Pay Slip & Deductions**

The Employer shall remit to the employee an electronic pay slip with all the information to allow them to check the computation of their wage. The Employer may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by law, a court order, or a document signed by the employee.

## **ARTICLE 23 – GENERAL PROVISIONS**

### **23.01 Exempt and Save Harmless**

The Employer shall ensure to exempt and save harmless employees from any liability action arising from the proper performance of their duties and assume all costs, legal fees and other expenses arising from any such action.

### **23.02 Nurse Registration**

- a) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions and Occupations Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective provincial regulatory body. At the Employer's request, a nurse is required to confirm their authorization to practice by presentation of their registration card, license, permit or other proof acceptable to the Employer.
- b) The Employer will reimburse all regular full-time LPNs, RNs & RPNs the full cost of their annual nursing registration fees paid to the BC College of Nurses and Midwives or its successor. Reimbursement may only be claimed where another employer has not paid the full amount and the total reimbursement claimed cannot exceed the registration dues. Temporary employees will receive reimbursement on a pro-rated basis equal to the length of time they worked for the Employer during the calendar year.

### **23.03 Professional Responsibility**

In the interest of safe nursing practice, the parties agree to the following problem-solving process to address employee concerns relative to nursing practice conditions, the safety of residents and staff, and workload:

- a) The employee with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern. At their request, the employee may be accompanied by a steward.
- b) If the matter is not resolved to their satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of their discussion with their immediate supervisor. The employee retains the original and forwards copies to the Executive Director.
- c) If the matter is not resolved to their satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article 18 - Grievance Procedure.

### **23.04 Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the *Labour Relations Code of B.C.* shall apply. The Employer will provide the Union with a minimum of sixty (60) days' notice of such measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees.

**ARTICLE 24 – DURATION OF AGREEMENT**

**24.01 Effective and Terminating Dates**

This Agreement shall be effective from December 1, 2025, and shall remain in force and be binding upon the parties until November 30, 2028 and thereafter until a new Collective Agreement has been ratified.

The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

**24.02 Strikes and Lockouts**

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

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

E&OE

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Agreed to on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

For the Union (BCNU)

For the Employer (ANHBC)

\_\_\_\_\_  
Liz Hargreaves, BCNU Negotiator

\_\_\_\_\_  
Mimi Rennie, Executive Director

\_\_\_\_\_  
Crystal Pokar, Bargaining Committee  
Member

\_\_\_\_\_  
Jeannie Furmanek, Manager

\_\_\_\_\_  
Zoe Leese, Bargaining Committee  
Member

\_\_\_\_\_  
Lily Chen, Human Resources Director

## MEMORANDUM OF AGREEMENT #1

### Re: Regular Premium rate of pay

This Memorandum of Agreement is addressing the previous payment of the *NBA Art 28.05 Regular Premium* in the amount of \$2.15, which was added to the hourly rate of the regular employees.

The Parties have agreed to remove the above-mentioned premium and stop providing the additional payment of \$2.15 upon ratification of the new collective agreement on a go forward basis for any new regular employees.

#### **Red Circling of current employees**

The Parties agree that any current regular employee (hired prior to the ratification of the 2025 – 2028 collective agreement) who is receiving the premium of \$2.15 per hour for each hour worked (excluding overtime), will continue receiving it until such time where the combination of both amounts reaches the current collective agreement wage rate, applicable to the employee under the current collective agreement.

Until such wage rate leveling occurs, the employee will not be entitled to the wage increases outlined in Article 22 of the collective agreement.

After the wage rate leveling occurs, the employee will receive the applicable to their classification hourly rate, subject to the current collective agreement rate for their seniority/wage calculations process and the applicable wage increases, going forward.

Nothing in this memorandum of agreement precludes the right of any of the Parties to put forward new or seek removal or amending or changing of any existing premium language in the Collective Agreement.

E&OE

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Agreed to on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

For the Union (BCNU)

For the Employer (ANHBC)

\_\_\_\_\_  
Liz Hargreaves, BCNU Negotiator

\_\_\_\_\_  
Mimi Rennie, Executive Director

\_\_\_\_\_  
Crystal Pokar, Bargaining Committee  
Member

\_\_\_\_\_  
Jeannie Furmanek, Manager

\_\_\_\_\_  
Zoe Leese, Bargaining Committee Member

\_\_\_\_\_  
Lily Chen, Human Resources Director

**RE: LIFE INSURANCE, EXTENDED HEALTH CARE and DENTAL PLAN**

(SunLife Financial and Pacific Blue Cross)

Basic Life/ Accident Death and Dismemberment (disability waiver)	\$50,000 reduces at age 65 by 50%; Termination at retirement (conversion available on or before age 65, apply within 31 days)
Long Term Disability	Preexisting condition 1 yr. wait period; 70% of the first \$2800 of monthly earnings, plus 50% of the remainder, or 66.67% of monthly earnings to max of \$7500 whichever is higher; waiting period 5 months; to age 65. Taxable.
Health Care	Deductible per year: \$25: Coordination of benefits. Plan maximum \$1,000,000
Prescription Drugs	80% eligible in-province Blue Rx Formulary up to \$1000 per year then 100% 100% out of province
Paramedical Services	Chiro, Naturopath, Podiatrist: \$200 per cal year Massage and Physio: \$1,000 per cal year Acupuncturist and Speech Pathologist: \$100 per cal year Psychologist, CCC, RSW CBT combined: \$500 per cal year and \$500 per cal year for Online CBT
CGM	\$2000 max per cal year
Vision and Eye exams	\$350 per person every 24 months
Medical Supplies	See booklet or contact Sun Life; some items may need preauthorization or prescription. Hearing aid \$600 every 48 months.
Out-of-Country Emergency	60 days per trip, unlimited
Dental Care	No deductible; Basic 100% and Major and Orthodontics 60% using current fee guide; recall period 6 months; Benefits set on 12 month period, not calendar year. See booklet or contact Sun Life for cap or preauthorization.
Orthodontics	12 month qualifying period – refer to plan booklet for exclusions
Second Opinion Medical Examination – employment related	Covered
Other Services and Supplies	Sun Life can, on such terms as it determines, cover services or supplies not otherwise covered under this policy where the service or supply represents reasonable treatment.

Appeals – group benefits	Within 3 months of initial denial of insurance or benefit. Must be in writing and accompanied by new objective medical evidence
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**Note:** This is a summary of benefits. For pre-authorization and plan details please contact the benefit carrier

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