



**April 1, 2023  
to  
March 31, 2026**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**Bloom Limited Partnership**  
Operating as GLENWARREN LODGE

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**April 1, 2023 to March 31, 2026**

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## **ARTICLE 1 - DEFINITIONS**

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

CERTIFICATION means the Certification awarded by the Labour Relations Board of British Columbia (or any succeeding Legislative Body) to the British Columbia Nurses' Union.

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

DEMOTION a move from one position to another position with a lower salary.

EMPLOYEE means a graduate nurse covered by the certification.

EMPLOYER means the Site or Corporation named in the certification.

EVENING SHIFT means a shift in which the major portion occurs between 1500 and 2300 hours.

INCREMENT STEP means the annual graduation of monthly wages within a classification, as set out in Article 56: Wage Schedules.

NIGHT SHIFT means a shift in which the major portion occurs between 2300 hours and 0700 hours.

PROMOTION a move from one position to another position with a higher salary.

REGULAR PAY, NORMAL PAY, OR SALARY means the pay step in the pay scale applicable to an employee exclusive of all allowances and premium payments.

SHIFT PATTERN means the combination of days worked and days off.

SHIFT means the normal working hours scheduled for each employee which occur in any 24-hour period.

SICKNESS means sickness and non-compensable accidents.

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.

TRANSFER a move from one position to another position with the same salary.

UNION REPRESENTATIVE means a paid employee of the Union.

UNION means the British Columbia Nurses' Union.

YEAR means a period from any given date in one (1) month to the immediately preceding date twelve (12) months later.

WORK WEEK means a period of seven (7) successive days beginning with Saturday.

## **ARTICLE 2 – PREAMBLE**

### **2.01 Purpose of Agreement**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer, its employees, and the Union, and to set forth those terms and conditions of employment effecting employees covered by the Agreement.

### **2.02 Resident Care**

The parties to this Agreement share a desire to provide quality resident care, to maintain professional standards and to promote the well-being and increased efficiency of employees, so that the residents will be well and effectively served.

## **ARTICLE 3 - EMPLOYER'S RIGHTS**

### **3.01**

The Union acknowledges that the Management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

### **3.02**

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

## **ARTICLE 4 - UNION RECOGNITION, RIGHTS, AND SECURITY**

### **4.01 Recognition**

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

B) 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.

### **4.02 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.

### **4.03 Bulletin Boards**

The Employer will provide space on bulletin boards for the use of the Union.

### **4.04**

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.

### **4.05**

At the time of hire, the Employer will provide the new employee with a copy of the Collective Agreement and the names of the Stewards.

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it.

All Agreements shall be printed in a Union Shop and bear a recognized Union label.

The cost of the printed Agreement shall be shared equally between the Employer and the Union.

#### **4.06**

The Employer will provide the Union with a monthly list of new and terminated employees (if applicable at that month) and the list shall specify the status of the employee.

#### **4.07 Union Representative Visits**

The Union representative shall inform the Employer of their presence prior to meeting with employees to conduct Union business at the Employer's place of business. The visit of the Union representative will not interfere with the normal operation of the site.

#### **4.08 Stewards**

The Employer agrees to recognize four (4) employees who are designated as Stewards by the Union to act on behalf of employees, no more than two (2) of whom can be involved in Union business simultaneously.

#### **4.09**

The names of the Stewards will be supplied to the Employer by the Union and the Employer will be advised by the Union, in writing, of any changes in that list.

#### **4.10**

Stewards will be entitled to reasonable time while on duty, without loss of salary and benefits, to perform duties that include, but are not limited to, the following:

- i) investigating complaints of an urgent matter, and
- ii) investigating grievances, and
- iii) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- iv) supervising ballot boxes and other related functions during ratification votes, and
- v) attending meetings called by management, and
- vi) accompanying employees at meetings of a disciplinary nature, and
- vii) meeting with new employees as a group during the orientation program.

#### **4.11**

The Steward(s) must obtain prior approval of their Manager prior to leaving their duties. Such approval will not be unreasonably withheld. The Steward(s) will make every endeavour to complete their business in as short a time as possible and will advise the Manager, if present, of their return to their duties.

#### **4.12**

The Stewards will not unduly interrupt normal operation of the site.

#### **4.13**

Employees shall have the option of having a shop steward present during meetings of a disciplinary nature with the Employer. The exercise of this option shall not result in undue delay in the holding of such meetings.

#### **4.14 Union Shop**

A) Employees covered by the certificate of bargaining authority who are members of BCNU, shall maintain membership in good standing as a condition of continuing employment.

All employees who are covered by the certificate of bargaining authority shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of Union dues, levies, and assessments payable to the Union by a member of the Union.

- B)** All employees who are brought within the bargaining unit, including newly-hired employees, shall become members of the Union within thirty (30) calendar days after their initial date of employment in the bargaining unit and shall maintain membership in good standing as a condition of continuing employment.

Such employees shall, as a condition of continuing employment, authorize the deduction from their pay cheques of the amount of the initiation fees, Union dues, levies, and assessments payable to the Union by a member of the Union.

- C)** Upon receipt by the Employer of written advice from the Union, employees who fail to maintain the authorization for a deduction from their pay cheques of the amount of initiation fees, Union dues, levies, and assessments, as required in A) and B) above, shall be terminated by the Employer from their employment.

#### **4.15 Union Induction**

The Employer agrees to sign into the Union all new employees whose jobs are in the bargaining unit in accordance with the provisions of Article 4.14.

The Union shall supply the Employer with a sufficient supply of membership forms and dues authorization forms for this purpose.

#### **4.16 Union Check-Off**

The Employer agrees to deduct the amount of the Union dues, levies, assessments, and initiation fees payable by an employee in the bargaining unit and remit such deductions to the Union by the end of the month following the month of the deduction. The Employer will provide the Union with a list of employees from whom the deductions were made and the amount deducted from each employee. It is the obligation of the Union to keep the Employer informed of the amounts to be deducted.

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 during the taxation year. The receipts shall be provided to the employee prior to March 1st of the succeeding year.

#### **4.17 Unpaid Leave - Union Business**

- A)** Subject to the operational requirements of the site and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- B)** Unpaid leave of absence will be granted to members of the Union's negotiating committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C)** Subject to operational requirements, unpaid leave of absence shall be granted to members of Council and members of Council committees in lieu of missed scheduled days off.
- D)** Employees on leave of absence pursuant to A), B), and C) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.

#### **4.18 Paid President**

An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which the employee holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave, and special leave accumulation. The Employer will continue to pay premiums for medical, dental, extended health, group life, and LTD for the first three (3) months of the leave and BCNU will reimburse the Employer for the costs of such benefits.

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's LTD Plan providing the Employer is reimbursed by the Union for the cost of this benefit.

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

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

## **ARTICLE 5 - NO CESSATION OF WORK**

### **5.01**

During the life of this Agreement, the Employer agrees that it will not direct the lockout of employees, and the Union and the employees agree that there will be no strikes.

### **5.02**

Subject to the requirements of the appropriate legislation, if any employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line established by other employees, the employee will not be subject to disciplinary action by the Employer and will be considered to be absent without pay.

## **ARTICLE 6 - UNION/MANAGEMENT COMMITTEE**

### **6.01**

A Union/Management Committee will be established consisting of two (2) Employer Representatives and two (2) Union appointed Representatives. Where there are fewer than six (6) nurses employed at a worksite, then the number of Union and Management representatives may be limited to one each with an alternate. The Chairmanship of the Committee will alternate between an Employer Representative and a Union Representative. The Committee will not have the power to bind the Union or the Employer, but will make recommendations to the Union and the Employer on any matter referred to it by the principals to the Agreement. The Committee will not have jurisdiction over any matter contained in this Agreement.

### **6.02**

The Committee will meet once a month (or less often as mutually agreed) to discuss matters of concern under Articles 2.01 - 2.02, including quality of resident care, safe nursing practice, continuing education, and job-training that may arise from technological change. Terms of reference for the Committee and an acceptable reporting format will be mutually agreed upon by the Committee. By mutual agreement, the Committee may access outside resources.

### **6.03**

Copies of the Union/Management Committee meeting minutes shall be forwarded to the Executive Director and to the BCNU.

#### **6.04**

Committee discussions on continuing education and professional development of nurses shall include leaves of absence, with full- or partial-pay, for nurses wishing to take courses, seminars, or studies relevant to geriatric nursing. The Employer will not arbitrarily withhold paid leave for the above.

#### **6.05 Union/Management**

Union representatives who attend Union/Management Committee meetings outside of scheduled work hours shall be paid at straight-time rates for time spent at meetings.

### **ARTICLE 7 - REGISTRATION**

#### **7.01**

A non-registered nurse is a nurse who is a graduate of an approved nursing program recognized by the B.C. College of Nursing Professionals and who is either:

- A) currently licensed with the B.C. College of Nursing & Midwives; or
- B) in receipt of a temporary licence from the B.C. College of Nursing & Midwives prior to licensure; or
- C) in receipt of an interim permit from the B.C. College of Nursing & Midwives prior to registration.

#### **7.02**

A registered nurse is a nurse who is a graduate of an approved nursing program and who is currently registered as a member of the B.C. College of Nursing & Midwives.

#### **7.03 Membership in Professional Bodies**

- A) Regular status employees who have completed their probationary period will be entitled to apply for full reimbursement of their annual Registered Nurse/Registered Psychiatric Nurse registration/licensing fees effective registration year 2024, upon application and presentation of a receipt.
- B) Reimbursement also applies to non-regular status/casual employees effective registration year 2024, provided they have worked for the Employer a minimum of three hundred (300) hours between January 1 and December 31 of the previous calendar year. Reimbursement amount shall be prorated based on hours worked in relation to annual FTE hours (1,879.2 hours) to a maximum of their annual registration/licensing fees.
- C) If an employee whose fees are fully covered/reimbursed by another employer, then they shall not be eligible for reimbursement.
- D) If a regular status employee whose fees are partially covered/reimbursed by another employer, they may apply for reimbursement for the remainder portion. The employee shall provide proof of all partial coverage/reimbursement they have received elsewhere. A non-regular/casual status employee who is eligible under (B), any applicable reimbursement is the prorated amount calculated in (B) minus what has already been covered elsewhere.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.01 Discussion of Differences**

It is recognized that grievances may arise during the life of this Agreement concerning the interpretation, application, operation, or alleged violation of the Collective Agreement, including the question of whether

the matter is arbitrable. The parties will attempt to resolve these grievances through the following process, and the employee(s) will continue to work in accordance with the Agreement until the difference is resolved.

## **8.02**

### **Step 1**

The Employer and the Union agree that every effort shall be made to settle the dispute at the local level. The aggrieved employee, with or without the steward, shall discuss the matter with the immediate supervisor and shall request a resolution of the matter from the supervisor. If the supervisor fails to resolve the matter to the satisfaction of the employee, or fails to respond to the employee's request for resolution within seven (7) calendar days, the employee shall inform the supervisor that the matter is proceeding to Step 2.

### **Step 2**

If an employee's grievance is not resolved at the Step 1 discussion and the employee wishes to proceed to Step 2 of the grievance procedure, the employee must do so no later than thirty (30) days after the date:

A) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or

B) on which the employee first became aware of the action or circumstances giving rise to the grievance. The employee shall reduce the grievance to writing, including a statement of the remedy sought, and with the steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2, to discuss the grievance.

Within a further seven (7) calendar days of receipt of the written grievance, the Executive Director (or designated representative) will give a written response to the employee and the Steward.

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

### **Step 3**

The Union will, within a further twenty-one (21) calendar days of this notification, discuss the grievance with the Executive Director or designated representative.

Within a further fourteen (14) days of the Step 3 meeting, the Employer's designated representative shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given.

Failing settlement at Step 3, the grievance may be referred to Mediator and/or arbitration.

## **8.03 Suspension or Dismissal**

Employees dismissed or suspended for alleged cause shall receive from the Employer written notice setting out the reason(s) for dismissal or suspension. Such notice to be provided to the employee within twenty-four (24) hours of the dismissal or suspension, and a copy shall be forwarded to the Union within ten (10) days.

## **8.04 Mediator**

Unless mutually agreed otherwise, disputes may be referred to the Mediator only after the completion of Step 3 of the grievance procedure. 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 this Collective Agreement, a troubleshooter agreed to by the parties, shall at the request of either party:

A) investigate the difference,

B) define the issue in the difference, and

- C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on any Mediator within a period of thirty (30) days from the date of signing this Collective Agreement, either party may apply to the Director, Collective Agreement Arbitration Bureau to appoint such person.

Failing settlement at this step, the grievance may be referred to arbitration.

#### **8.05**

In the case of a grievance involving the dismissal or suspension of an employee, Steps 1 and 2 of the Grievance Procedure may be omitted.

#### **8.06 General Application Dispute**

If a difference of a general nature arises between the Employer and the Union concerning the interpretation, application, operation, or alleged violation of this Agreement, which does not specifically involve an employee, a written grievance within fourteen (14) days of either the Employer or the Union becoming aware of the matter giving rise to the difference will be submitted as the case may be, by the Employer to the Union, or by the Union to the Employer, and Step 3 of Article 8.02 shall apply.

#### **8.07**

If, within two (2) months of receiving a response or a response being due at Step 3, a grievance has not been committed to Arbitration for resolution, either party may enquire, in writing, by registered letter, as to the status of such grievance. If, within fourteen (14) days of receipt of such letter, the grievance has not been advanced to Arbitration, the grievance will be deemed to be abandoned.

#### **8.08 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the employee or Union at either Step 2 or Step 3 of the grievance procedure, the Employer or its representatives shall not deviate from the grievance process and shall not initiate any discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee without the consent of the Union.

#### **8.09 Arbitration**

Authority of the Single Arbitrator

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator, who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

- B) The decision of the single Arbitrator shall be final and binding upon the Parties.

#### **8.10**

The Union will notify the Employer of its intent to arbitrate. The Employer will, within seven (7) calendar days, notify the Union of its proposed arbitrator.

#### **8.11**

If the Employer and the Union fail to agree upon an arbitrator within a seven (7) day period, either party may request the Director, Collective Agreement Arbitration Bureau to make the appointment.

#### **8.12**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitrator or by the Employer.



**8.13**

The expenses of the arbitrator will be shared equally between the parties.

**8.14**

An Arbitrator under this Article of the Collective Agreement shall endeavour, within twenty (20) days from the completion of the hearings, to render a decision.

**8.15 Time Limits**

Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties. However, should the Union fail to present a grievance at any step within the time limits set out in the procedure, the grievance shall be deemed to be abandoned.

**8.16 Expedited Arbitration**

- A) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.
- D) 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.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) 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.
- I) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Dalton Larson, John Hall, or Joan Gordon, or any other as agreed to by the parties.
- L) The expedited arbitrator shall have the same powers and authority as a sole arbitrator established under the provisions of Article 8, excepting Article 8.15.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

### **9.01**

For the purpose of this Article, "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer.

Employees, at the commencement of their employment and on change of status, will be advised in writing into which of the following categories they are assigned.

### **9.02 Regular Full-Time Employees**

Regular full-time employees are those who are scheduled to work the hours of work and shift patterns as provided in Article 21 of the Agreement.

### **9.03 Benefit Entitlement**

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

### **9.04 Regular Part-Time Employees**

Regular part-time employees are those who work fewer hours or days than full-time employees, but who have a commitment to work a regular schedule.

### **9.05 Benefit Entitlement**

Regular part-time employees accumulate seniority and are entitled to salary and benefits of this Agreement on a proportionate basis of the hours they work to the hours of a full-time employee, with the exception of medical, extended health, dental plan coverage, long term disability, and group life insurance premiums, which will be paid on the same basis as for regular full-time employees.

### **9.06 Casual Employees**

A) Casual employees are those hired on an as-and-when needed basis.

#### **B) Letter of Appointment**

- i) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's availability for work of a casual nature and notation of any specialist qualifications held by the employee.
- ii) **Short Term Availability**  
Casual employees shall provide monthly availability schedules in writing to the employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available.
- iii) **New Qualifications**  
Casual employees will provide the employer with documentation identifying any new specialist qualifications they have obtained; such information shall be noted on the employee's personnel file.
- iv) **Orientation**  
The Employer will provide casual employees with orientation to the site in accordance with Article 15.06.

#### **C) Casual Register**

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

**D) Procedure for Casual Call-In**

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

- i) The Employer shall offer casual work to casual employees in order of seniority providing the casual employee:
  - (1) has the qualifications and capabilities to perform the work being relieved; and
  - (2) has been orientated.

Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

- ii) Notwithstanding the above, where the Employer has received 24 hours or less notice of a vacancy creating relief work up to the first three shifts of the vacancy may be filled in such a manner as the Employer deems most efficient for the purpose of familiarization of casual employees.
- iii) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. Overtime call-in shall occur as per Article 22.05.
- iv) Where the Employer is seeking casual employees for blocks of work less than thirty (30) calendar days duration, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per D) i) above.

Where the absent employee's work cycle is less than four (4) consecutive days, the casual block is defined as four (4) days; where the absent employee's work cycle is five (5) consecutive days, the casual block is defined as five (5) days. For purposes of this clause, the block is defined as either two (2), three (3), four (4) or five (5) days depending on the absent employee's work schedule between days off.

**E) Call-In:**

- i) The Employer shall be obligated to contact a casual employee only for those days and shifts for which the employee has indicated they are available pursuant to C).
- ii) The Employer shall contact only those casual employees on the availability list at a contact provided by the employee. The Employer shall commence by contacting the most senior employee on the availability list who meets the criteria specified in E) i) above.
- iii) All such contacts shall be recorded by the employer and include a record of the employee contacted, the position they are being contacted to fill, the time the contact was made, whether the employee accepts or declines the invitation to work or fails to respond to the contact. In the event of a dispute, the Union shall have reasonable access to the contact record and shall be entitled to make copies.

- iv) When no casual is available, the Employer shall offer the shift to the part timer on that team and if they are not available to other part timers based on seniority.

**F) Employment Security Considerations**

The parties agree that work of a casual nature will be first offered to regular employees who have been laid off. This preference continues until such employees are severed pursuant to Article 13.07. During their period of lay off they will be deemed to be regular employees but subject to call in provisions of Article 9 of this collective agreement.

**G) Wage Entitlement**

- i) Casual employees shall be paid in accordance with the wage schedule.
- ii) Casual employees shall move to the next increment step upon completion of 1879.2 hours worked with the Employer.
- iii)
  - (1) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.
  - (2) A newly hired casual employee shall receive credit for previous hours of experience on the basis of a one (1) for one (1) ratio (1:1), and shall be placed on the wage progression scale in accordance with one (1) increment step for each 1,879.2 hours of service. Prior experience is accorded where the nursing experience is relevant (as determined by the Employer) and provided not more than two (2) years have elapsed since such experience was obtained.

Where more than two (2) years have elapsed since such experience was obtained, experience recognition shall be granted as follows:

- (a) 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. For example, an RN who has seven (7) years' experience and has been out of the workforce for four (4) years, will be put on Step 5.
    - (b) If more than five (5) years have lapsed since such experience was obtained, there shall be no credit for previous experience.
- iv) A regular employee who terminates employment and is re-employed by the same employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- v) When a casual employee applies for and receives a regular position in the same site in which the employee has been employed, the employee shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes previous experience in accordance with the provisions of Article 46 (Previous Experience), whichever is higher, and shall advance to the next increment step pursuant to Article 10.01.

**H) Benefit Entitlement**

Casual employees shall be paid any earned shift premium, weekend premium, special allowance, overtime, call-back, travel allowance pay, and premium pay for work on a paid holiday.

I) The provisions of Article 52 (Provisions of Wage Schedules), Article 47 (Superior Benefits), and Article 55 (Wage Schedules), apply to casual employees.

**J) Vacation Pay and Statutory Holidays**

Casual employees shall receive twelve percent (12.6%) of their straight-time pay, excluding all premiums, on each pay cheque in lieu of vacations and statutory holidays.

K) A casual employee shall be entitled to overtime pay in accordance with Article 23 in the following circumstances:

The hours of work in one day exceed either:

- i) seven point five (7.5) hours; or
  - ii) the length of the extended shift offered and accepted
- b) For any shifts worked in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
  - c) For any shifts worked in excess of six (6) consecutive shifts where the shift length is between seven point two (7.2) and eight (8) hours.
  - d) For any shifts worked in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
  - e) For any shifts worked in excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point two (7.2) and eight (8) hours in length.

**9.07**

Casual employees will be entitled to accumulate seniority in accordance with Article 11.03 (Seniority).

**9.08**

Casual employees have access to the grievance and arbitration procedures.

**9.09 Off Duty Rights**

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

**9.10 Health and Welfare Coverage Benefit Entitlement**

All casual employees who have completed 172.8 hours with the Employer may elect to enrol in the following benefit plans:

- A) medical services plan;
- B) dental plan;
- C) extended health plan;  
if the employee pays the full monthly premiums in advance to the Employer.

An employee making such an election under this provision must enrol in each and every one of the benefit plans and shall not be entitled to except any of them.

Where a casual employee subsequently elects to withdraw from the benefit plans, the employee must withdraw from all three (3) plans. Casual employees failing to maintain required payments, shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enrol.

### **Benefit Premium Refund**

Subject to the following conditions, casuals shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the Employer at the appropriate rate for the coverage obtained. Such payment is a reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

- A) In order to be eligible, casuals, once enrolled in the plan, must have worked one-half x annual hours (Article 21.01) 939.6 hours with the Employer during the period January 1st to December 31st and each subsequent yearly period.
- B) The Employer shall pay eligible employees the lump sum refund by February 1 of each year.
- C) Employees failing to attain one-half x annual hours (Article 21.01) 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.
- D) Should a casual employee enrol in the plans subsequent to January 1 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

### **9.11 Probationary Period**

Newly hired casual employees will be probationary during their first three months of employment or four hundred and sixty-nine point eight (469.8) hours worked, whichever is greater.

### **9.12 Outstanding Issue**

It is agreed that the issue of whether there needs to be a predetermined outcome if a casual employee is not called in accordance with Article 9.06 E) (i) will be dealt with through the grievance procedure and binding resolution.

## **ARTICLE 10 - ANNIVERSARY DATE AND INCREMENT**

### **10.01**

A regular employee's initial date of current employment as a regular employee will be the employee's anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date.

### **10.02**

A regular employee will be entitled to increments based on calendar length of service, subject to Article 36 - Leave - Unpaid.

### **10.03**

When a non-registered employee becomes registered, the employee shall maintain their increment anniversary date.

## **ARTICLE 11 - SENIORITY**

### **11.01**

The principle of seniority, as defined in this Article, is recognized by the Employer.

### **11.02**

Seniority for regular employees is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of employment.

An employee who commences in a regular position shall receive seniority as follows:

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

### **11.03**

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

A regular employee who terminates employment and is re-hired by the same Employer as a casual employee within thirty (30) calendar days shall retain the employee's seniority accrued as a regular employee.

### **11.04 Seniority - Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) absence due to an occupational illness or accident recognized as such by the WorksafeBC and as provided for in this Agreement;
- B) absence due to maternity leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of leave;
- D) absence due to the conduct of the Union business;
- E) absence due to layoffs, for the first thirty (30) calendar days;
- F) absence due to a general unpaid leave of absence, for the first thirty (30) calendar days;

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

### **11.05**

During the month of January and July of each calendar year, the Employer will post the seniority of employees covered by this Collective Agreement, and forward a copy to the Union within thirty (30) days.

The seniority list shall contain the following information:

- A) name
- B) status (regular full-time, regular part-time, casual)
- C) position
- D) seniority

### **11.06**

- A)** An employee accepting a position of a continuous nature which is with the same Employer, but outside of the bargaining unit, shall retain 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 seniority.

## **ARTICLE 12 - PROBATIONARY PERIOD**

### **12.01**

All regular employees will be probationary during their first three (3) months of employment, or four hundred and sixty-nine point eight (469.8) worked, whichever is greater. Upon completion of their probationary period, the employee will be credited with seniority dating from the first day of employment. Probationary employees may be dismissed if they are found to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

### **12.02**

By mutual agreement between the Employer and the Union, the probationary period may be extended.

## **ARTICLE 13 - TERMINATION OF EMPLOYMENT**

### **13.01 Employee Termination**

After completion of the probationary period, a regular employee is required to give twenty-eight (28) calendar days' written notice of termination to the Employer.

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

### **13.02 Lay-Off**

In the event of a reduction in the work force, 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.

The Employer shall give regular employees the following written notice of layoff, with a copy to the Union, or normal pay in lieu of notice as follows:

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

- i) less than five (5) years' service - twenty-eight (28) calendar days' notice, or regular pay for twenty (20) work days;
- ii) minimum of five (5) years but less than ten (10) years' service - forty (40) calendar days' notice, or regular pay for thirty (30) work days;
- iii) more than ten (10) years' service - sixty (60) calendar days' notice, or regular pay for forty (40) work days.

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



Regular part-time employees require the same notice; however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month} * (\text{excluding overtime}) \times ** \text{work days in lieu of notice}}{(156.6 \text{ hours}***)}$$

- Includes leave without pay up to twenty (20) work days. Reference Article 36 (Leave - Unpaid).
- Entitlement as in A) i), ii), or iii).

C)

- i) Service with a previous Employer shall not be included as service for the purpose of this Article, and
- ii) the period of notice must coincide with scheduled work shifts and must not coincide with vacation.

D) The notice of layoff will identify the employee's benefits under Articles 13.03 through 13.07 inclusive, and the options available to the employee, which may include:

- the right to bump a junior employee provided the employee is qualified to do the job of the junior employee,
- the opportunity to apply for a posted vacancy that exists at the time of layoff,
- the opportunity to accept casual work as it becomes available,
- full layoff with the right to recall, or
- waiver of recall and voluntary termination with severance, if applicable.

When notice of displacement or layoff has been issued, the laid off employee and representative of the Union and the Employer will meet to review the affected employee's available options. The affected employee's options must be exercised within ten (10) working days of receipt of written notification of layoff by written notice to the Executive Director.

In the event an employee is working under a medically-documented accommodation arrangement and is subject to displacement or bump arising from a workforce reduction, representatives of the Union and the Employer will meet to review the employee's prevailing medical status and discuss possible work alternatives to maintain a reasonable level of accommodation for the affected employee, and/ or identify options for the senior affected employee.

Employees on an approved leave of absence and who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects to make their choice on return to work the choice will be based on the available positions and seniority lists current at that time.

A laid off regular employee who elects to take casual work in accordance with D) above, will be accorded first opportunity for casual work ahead of those employees on the casual roster, up to the laid off regular employee's pre-layoff FTE status. Thereafter, the affected employee will be offered casual work in accordance with the employee's seniority placement in the overall casual roster.

### 13.03 Recall

Employees on layoff will be recalled to work of an ongoing nature on the basis of last-off, first-on, provided that the employees being recalled have the capabilities and qualifications to perform the work available. Employees shall receive seven (7) calendar days' notice of recall by registered mail.

Laid off employees failing to report to work of a regular nature within seven (7) calendar days of the date of receipt of the written notice will be considered as having abandoned their right to re-employment. An exception would be where the employee is obligated to give more than seven (7) calendar days' notice to the employee's current employment, or where the employee can provide satisfactory reason for not reporting within the seven (7) day period.

Satisfactory reason is in the opinion of the Employer and will not be considered after thirty (30) days of the date of recall.

#### **13.04 Benefit Entitlement**

- 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.
- B) Employees with less than one (1) year of service but who have completed their probationary period and are laid off shall not accrue benefits but shall have their benefits maintained for one (1) year.
- C) Probationary employees who are laid off shall not accrue benefits but shall have their benefits maintained for sixty (60) working days.
- D) Employees who are laid-off beyond a one (1) year period as per A) and B) above, or sixty (60) working days as per C) above shall be deemed to be terminated.
- E) For the first twenty (20) work days as per A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Group Life Insurance Plan, and Long Term Disability. 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 premiums to their Employer at such times as may be required pursuant to the said plan(s).

#### **13.05 Laid Off Employees**

- A) Should vacancies occur following layoff, those employees on layoff will be recalled to these positions in order of seniority providing they have the capabilities and the qualifications to perform the duties of the vacant position. If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 15.01.
- B) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- C) No new employee or casual employee shall be hired to fill regular positions until those laid off have been give first option of recall.

#### **13.06**

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

#### **13.07 Severance Pay**

After being on lay-off for one (1) year, a regular employee will receive the following severance pay:

- A) two (2) weeks' pay where the employee has completed a period of employment of at least six (6) consecutive months, and
- B) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks' pay.

- ) Full-time employees recalled for full-time work and who fail to report for such work under Article 13.03 will not be eligible for severance pay.

Part-time employees recalled for full-time or part-time work and who fail to report for such work under Article 13.03 will not be eligible for severance pay.

## **ARTICLE 14 - PERFORMANCE APPRAISAL**

### **14.01**

The Employer may carry out a performance appraisal of an employee at any time. When an appraisal is carried out, the employee will have ten (10) days to determine whether to agree or disagree with the appraisal and sign the appraisal.

An appraisal is grievable only if the employee has signed as disagreeing.

### **14.02**

All record of any disciplinary action shall be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the intervening period. Record of suspensions will remain in the employee's file for a period of eighteen (18) months following the expiry of the suspension. In cases where disciplinary documents relate to resident abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for period of approved vacation and maternity/parental leave.

### **14.03 Personnel File**

#### **△) 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.

#### **○) 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.

### **14.04**

Any employee who disputes any censure, reprimand, or adverse report may have recourse through the grievance procedure, and the eventual resolution thereof shall become part of the employee's personal record, with such amendments or deletions that may be requisite.

## **ARTICLE 15 - VACANCY POSTING**

### **15.01 Postings**

The Employer shall post notice of all nursing department vacancies describing the position, the date of commencement, a summary of the job description and the required qualifications.

### **15.02**

The Employer agrees to post notices at least seven (7) calendar days in advance of selection with a copy to the Steward.

### **15.03 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) calendar days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted a leave of absence. Where such leave of absence is for a period in excess of thirty (30) calendar days, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

Where an appointment is for four (4) months or more, the employee, if casual, will have their status changed to regular for the duration of the time worked in the temporary position and will have all the benefits of a regular employee and will revert to casual status at the end of the assignment. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

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

### **15.04**

The Employer shall also consider applications from those regular employees who are absent from their normal places of employment, and who have filled in an application form before such absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

### **15.05**

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

### **15.06 Orientation and Training**

The Parties to the Collective Agreement recognize the value of orientation program 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 site.

Orientation will include, but is not limited to the following:

- A) fire and disaster plan

- B) organization structure
- C) relevant policies and procedures
- D) physical layout of the site and unit
- E) duties of the position.

## **ARTICLE 16 - PROMOTION, TRANSFER, AND DEMOTION**

### **16.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created within the BCNU bargaining unit, the Employer shall give employees in the bargaining unit within the site, provided there are no employees currently on layoff, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the BCNU bargaining unit is not appointed to fill the vacancy or new position, the employee shall be given an explanation within fourteen (14) calendar days of the appointment of the successful candidate as to why the employee's application was not accepted.

### **16.02 Change of Position**

In the promotion, transfer, or demotion of employees covered by this Agreement, efficiency, qualification and competency will be the primary consideration as they relate to the new position, and where such requirements are relatively equal, seniority will be the determining factor.

### **16.03 Qualifying Period**

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

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

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

- B) If the employee's previous position has been eliminated, the employee may exercise bumping rights pursuant to Article 13.02 D). If the ten (10) day bumping period extends beyond the ninety (90) day qualifying period, the employee may remain in the new position for the duration of the bumping period.

### **16.04 Returning to Formerly Held Position**

#### **A) From Outside of Bargaining Unit**

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which the employee would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days, or longer when Article 16.03 B) applies, from the date the employee commences work in the new position. (Reference Article 11.06 - Employment in Excluded Positions and Within Other Bargaining Units.)

#### **B) From Within Bargaining Unit**

A regular employee promoted or transferred within the certification and returning to the formerly held

position shall do so without loss of seniority or accrued benefits.

**C) Other Employees Affected**

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

**ARTICLE 17 - CREATION OR CHANGES IN CLASSIFICATION**

**17.01**

If the Employer creates a new position not covered by an existing classification, or a significant change in the job content of an existing position occurs, the Employer shall establish the salary and give written notice to the Union of its intent to implement the new salary.

**17.02**

If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from the Employer, the salary will be considered as established.

**17.03**

If the Union objects to the salary, the parties will meet and negotiate the new salary. Should the parties not reach agreement within a further twenty-eight (28) calendar days of notice from the Employer, the matter may be referred to Arbitration for resolution. Any new salary established by negotiation or arbitration will be retroactive to the employee's date of appointment to the new position or retroactive to the date of the significant change in job content by the Employer.

**ARTICLE 18 - JOB DESCRIPTIONS**

**18.01**

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

**ARTICLE 19 - TECHNOLOGICAL CHANGE**

**19.01 Notice**

Three (3) months before the introduction of any technological change, the Employer will notify the Union in writing of the contemplated change.

**19.02 Technological Policy**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change. Normal turnover of employees to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of the technological change.

### **19.03 Wages on Reassignment**

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

### **19.04**

Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 8 - Grievance Procedure.

### **19.05 Lay-off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Articles 13.02 - Lay-off, 13.03 - Recall, and 13.07 - Severance Pay.

## **ARTICLE 20 - NURSING STAFF WORK SCHEDULES**

### **20.01**

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

Work schedules will be posted at least ten (10) calendar days in advance and will be for a minimum period of five (5) weeks. Should the Employer change the work schedule and not give ten (10) calendar days' notice of the change, then the employee will be paid at the rate of time and one-half (1.5) for the first two (2) hours worked and double time (2x) thereafter for all hours worked on the first day of the shift change.

### **20.02**

- A) Nursing staff work schedules, whenever possible, will be determined by mutual agreement between the Employer and the employees. If mutual agreement cannot be reached, the employees may request the Union to assist them in developing mutually agreeable schedules.
- B) A regular employee will not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed by the Employer.
- C) Nursing staff, work schedules may take the form of either two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the employee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.
- D) Regular part-time employees shall be entitled to two (2) consecutive designated days off in a seven (7) calendar day period, averaged over the length of rotation, excluding statutory holidays.

### **20.03 Shift Changes**

Except by agreement between the Employer and the employee concerned, each regular employee will receive two (2) clear off-duty shifts when changing shifts, and at least forty-eight (48) hours off-duty after completing the employee's last night shift.

### **20.04 Requirements of Work Schedules**

- A) Work schedules may take the form of either two (2) shift, or single shift rotations.
- B) The employee may request in writing to work fixed evening or night shift.

- C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- E) Each regular employee has a right to be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each twenty-four (24) week period, unless such a right is waived by the mutually written consent of the affected employee and the Employer. For the purposes of this Article a weekend means the period of time between 2400 hours Friday and 0700 hours Monday.
- F) Each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1 - Definitions.)

#### **20.05 Voluntary Shift Exchange**

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

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

### **ARTICLE 21 - HOURS OF WORK, MEAL PERIODS, REST PERIODS**

#### **21.01 Hours of Work**

There will be seven and one-half (7½) work hours per day, and an average of thirty-seven and one-half (37½) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

#### **21.02**

The daily hours of work for each employee will be consecutive.

#### **21.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without an eating period.
- B) When an employee is designated either expressly or implicitly to be available for work during a meal period, and:
  - i) the employee is scheduled to work a seven and one-half (7 ½) hour shift and receives thirty (30) minutes for a meal period, exclusive of the seven and one-half (7 ½ ) hour shift, then the employee shall receive eight (8) hours' pay at regular rates;
  - ii) the employee is scheduled to work a seven and one-half (7 ½ ) hour shift and does not receive thirty (30) minutes for a meal period, exclusive of the seven and one-half (7 ½ ) hour shift, then the employee shall receive seven and one-half (7 ½ ) hours pay at regular straight-time rates, plus thirty (30) minutes pay at time and one-half (1 ½ ) regular rate;
  - iii) in the event an employee in (i) above is recalled to duty, due to an emergency, during the employee's meal period, the provisions of (ii) apply.



- C) Should an employee who has not been designated to be available for work during the employee's meal period be recalled to duty during the meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of time and one-half (1 ½) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1 ½), irrespective of the rates expressed in Article 22 - Overtime.
- E) Employees receiving payments under this Article shall also receive shift premium and special allowance.

#### **21.04 Rest Periods**

Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours will receive one fifteen (15) minute rest period.

### **ARTICLE 22 - OVERTIME**

#### **22.01 Overtime**

Overtime means the services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 21.01.

#### **22.02 Overtime Record**

- A) A record will be kept of overtime worked by each employee. It is agreed that overtime must be authorized by person(s) designated by the Employer. It is recognized that there may be occasions when a nurse will be required to work overtime without prior authorization. The Union agrees to cooperate with the Employer to ensure that this provision is not abused.
- B) Employees will have the option of taking overtime compensation as time off or pay. If the choice is time off, such option will be conveyed to the Employer in writing within two (2) working days of having worked the overtime. Such time off will be accumulated and taken at a time mutually agreed to by the employee and the Employer. Such accumulated time off must have been taken or it will be paid out on March 31st, June 30th, September 30th and December 31st of each year.

The accumulated balance of hours under this Article shall not be reduced as a result of the reduction in the work week to thirty-six (36) hours per week.

- C) The Employer will advise each employee, upon request, of all overtime due to the employee.

#### **22.03**

- A) Overtime will be paid to employees at the rate of time and one-half (1 ½ x) for the first two (2) hours in excess of seven and one-half (7 ½) hours in one (1) day. It is agreed that the first fifteen (15) minutes in excess of seven and one-half (7 ½) hours will not be claimed as overtime unless an employee works sixteen (16) minutes or longer. For regular full-time employees and regular part-time employees referenced in Article 20.02 D), time and one-half (1 ½ x) will be paid for the first two (2) hours worked on a designated day off and for regular part-time employees and casual employees, for the first two (2) hours on a day in excess of six (6) consecutive days.
- B) Overtime will be paid to employees at the rate of double time (2x) for all hours in excess of nine and one-half (9 ½) hours in one day, and for regular full-time employees and regular part-time employees

referenced in Article 20.02 D), for work in excess of two (2) hours on a designated day off, and for regular part-time employees and casual employees, for work in excess of two (2) hours on a day in excess of six (6) consecutive days.

Overtime at the rate of one and one-half (1 ½) the appropriate holiday rate shall be paid for overtime hours worked on a statutory holiday.

#### **22.04 Right to Decline Overtime**

##### **A) General Rights**

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

##### **B) Work on a Scheduled Rest Day or Double Shift**

A regular full-time employee may be requested by the Employer to work on only one (1) of the employee's scheduled rest days per week, or to work a double shift. Subject to Article 22.04 A), the decision to work the scheduled rest day or the double shift remains with the employee.

#### **22.05 Order of Calling Overtime**

Overtime shall be offered in the following order:

##### **A) To regular full-time or regular part-time employees by seniority**

##### **B) To casual employees**

#### **22.06 Meal During Overtime**

When an employee is working overtime greater than two (2) hours, the Employer shall provide a meal allowance of fifteen dollars (\$15.00).

### **ARTICLE 23 - SHIFT PREMIUM/WEEKEND PREMIUM**

#### **23.01**

A shift premium will be paid for all hours worked by employees on evening and night shifts at the following rates:

Evening shift: \$1.40 per hour (effective first day of the next closest pay period after date of union ratification February 16, 2024).

Night shift: \$5.00 per hour (effective first day of the next closest pay period after date of union ratification February 16, 2024).

#### **23.02**

An employee shall be paid a weekend premium of three dollars and fifty cents (\$3.50) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday (effective first day of the next closest pay period after date of union ratification February 16, 2024).

#### **23.03 Super Shift Premium**

(Effective first day of the next closest pay period after date of union ratification February 16, 2024) an employee shall be paid a super shift premium of one dollar and eighty-five cents (\$1.85) per hour for each

hour worked on a night shift (currently 2300 Friday to 0700 Saturday, and 2300 Saturday to 0700 Sunday). The premium shall be in addition to night and weekend premiums.

## **ARTICLE 24 - CALL-IN AND CALL-BACK**

### **24.01 Call-In**

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

### **24.02 Call-In and Call-Back on a Statutory Holiday**

- A) A regular employee called back to work after the completion of the employee's shift will be paid at the applicable overtime rate for all hours worked with a minimum of two (2) hours' pay at the applicable overtime rate for each separate call-back.
- B) An employee who is called back to work on a statutory holiday after the completion of the employee's shift will be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours' pay at the appropriate overtime rate.

### **24.03 Use of Employee Vehicle**

- A) An employee called back to work under the provisions of Article 24.02 will receive a vehicle allowance as per the Employer's travel policy. Where the employee does not have private transportation, taxi fare from home to the site and return will be paid by the Employer.
- B) The use of an employee's vehicle for Employer business shall be by mutual agreement between the Employer and the employee. Where the employee is required to use their vehicle for Employer business, the employee shall be paid an allowance as per the Employer's travel policy.

In either A) or B), if the employee utilizes their own vehicle, the employee shall be paid a minimum of four dollars (\$4.00) for each round trip.

### **24.04 On-Call**

An employee on call shall be paid a premium of two dollars (\$2.00) per hour.

### **24.05 Application**

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

## **ARTICLE 25 - RELIEF IN HIGHER RATED POSITION**

An employee designated by the Employer to relieve in a higher-rated position excluded from the bargaining unit will be paid two dollars and twenty-five cents (\$2.25) per hour more than the employee's existing rate of pay. Acceptance of the temporary assignment shall be at the discretion of the employee.

## **ARTICLE 26 - RESPONSIBILITY PAY**

A Registered Nurse designated in charge of the home shall receive an allowance of two dollars (\$2.00) per hour. Upon date of union ratification (February 16, 2024), the allowance is two dollars and fifty cents (\$2.50) per hour.

## **ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers Compensation Act and related regulations.

### **27.01 Joint Occupational Health and Safety Committee**

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established.

The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

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

The Union further agrees to actively pursue with the other Health Care Unions a Joint Union Committee for the purposes of this Article.

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

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

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

- B) The parties agree to work together to implement programs arising from considered issues such as, but not limited to, the following:

- Early and Safe Return to Work Programs
- Workplace Violence and Aggressive Behaviours
- Prevention of Acquisition and Transmission of Communicable Diseases
- Employee and Family Assistance Programs

### **27.02 Investigation of Accidents/Workplace Inspections**

All accidents involving an employee as defined by this collective agreement shall be investigated, and all workplace inspections shall be conducted jointly by at least one representative designated by the BCNU and one management representative.

### **27.03 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 affect on the employee's health.

#### **27.04 Safe Workplace**

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.

#### **27.05 Prevention of Musculoskeletal Injuries:**

- A) The Parties agree that there is a shared interest in eliminating and/or minimizing hazards that cause musculoskeletal injuries and illnesses.
- B) Occupational Health and Safety Committees will identify and assist the Employer in the musculoskeletal injury risks. All residents will be assessed to determine the appropriate lift, transfer, or repositioning technique to be used. No physical lifting of residents will occur if the risk assessment indicates that to do so would be hazardous to the Employee.
- C) When new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek appropriate advice with respect to the risk factors noted in B) and eliminate and/or minimize identified risk factors. Advice will be sought from resources that will include the Occupational Health and Safety Committee, and the employees who will be working in the new or renovated area, and/or using the workstation or equipment.

#### **27.06 Workplace Violence and Employee Security**

The parties agree that there is a shared interest in eliminating and/or minimizing hazards of workplace violence. For the purposes of this clause, violence includes actual or attempted acts of physical force, threats of violence, verbal abuse and aggressive behaviour from residents or the public. Also included are threatening statements or behaviour which gives an employee reasonable cause to believe they are at risk of injury.

#### **27.05 Transfer of Pregnant Employees**

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

#### **27.08 Communicable Diseases**

- A) The Employer and the Union share a desire to prevent acquisition and transmission of communicable disease. The Employer will implement communicable disease transmission prevention procedures mandated by law.
- B) Employees who may be exposed in the course of their employment to Hepatitis A or B shall be entitled to receive the Hepatitis A & B vaccine free of charge.

#### **27.09 Workload**

An employee who believes that their workload is unsafe or consistently excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:

- A) investigate the difference;
- B) define the issue in the difference; and
- C) make written recommendations to resolve the differences.

## **ARTICLE 28 - NON-DISCRIMINATION**

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- 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 in the workplace.

## **ARTICLE 29 - LEAVE – BEREAVEMENT**

### **29.01**

Bereavement leave of absence with pay for three (3) work days will be granted by the Employer upon request by a regular employee in the event of the death of a spouse (including common-law), child, parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

### **29.02**

Up to two (2) additional days with pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer.

### **29.03**

Every effort will be made to grant additional bereavement leave of absence without pay, if requested by the employee.

## **ARTICLE 30 - LEAVE - COURT DUTY**

- A) Regular employees who are required by law to serve as jurors or subpoenaed as witnesses in any court shall be granted a leave of absence with pay equal to the length of the court duty.
- B) An employee in receipt of regular pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that the employee is normally scheduled to work, providing these do not exceed the employee's 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.

## **ARTICLE 31 - LEAVE – MATERNITY / PARENTAL**

### **31.01 Maternity Leave**

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. This leave may start no earlier than thirteen (13) weeks before the expected birth date and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.

If maternity leave is requested after the birth of a child, the employee is entitled to up to seventeen (17) consecutive weeks of leave beginning on the date of birth.

If maternity leave is requested after termination of a pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the terminate date.

An initial period of leave may be extended by up to six (6) consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.

The Employer may request a doctor's or nurse practitioner's note stating the expected or actual birth date or termination date or reasons for requesting additional leave.

If an employee on leave asks to return from leave earlier than six (6) weeks after the birth, the Employer may require the employee to provide a doctor's or nurse practitioner's certificate stating the employee is able to resume work.

An employee shall make every effort to give three (3) weeks' notice prior to the commencement of maternity leave and at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

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.

### **31.02 Parental Leave (including Adoption Leave)**

A birth mother who takes maternity leave is entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave. A birth mother must begin their parental leave immediately after their maternity leave ends, unless they and the employer agree otherwise.

A birth mother who does not take maternity leave and other parents are entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave. The leave can begin anytime within seventy-eight (78) weeks of the birth or placement of the child in the case of adoptive leave.

An initial period of parental leave may be extended up to five (5) consecutive weeks if the child requires an additional period of parental care.

The Employer may require an employee to provide a doctor's or nurse practitioner's certificate or other evidence that the employee is entitled to the leave or leave extension.

A birth mother may receive up to seventy-eight (78) weeks of combined maternity and parental leave, commencing no more than thirteen (13) weeks before the expected birth.

### **31.03 Benefits**

- i) For the first 20 work days of such leave the employee shall be entitled to the benefits under Article 36-Leave-Unpaid.
- ii) The service of an employee on maternity and/or parental leave/adoptive leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

### **31.04 Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 31.01 and 31.02 will be unpaid leave without any benefits.

### **31.05 Return to Employment**

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

### **31.06 Bridging of Service**

If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed, upon application, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- A) The employee must have completed three (3) years of service with the Employer.
- B) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- C) The break in service shall be for no longer than three (3) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
- D) The employee must serve a probationary period as per Article 12 – Probationary Period.
- E) An employee returning to work under this clause shall retain their former increment level and years of service for vacation purposes.

## **ARTICLE 32 - LEAVE - PROFESSIONAL ASSOCIATION MEETINGS**

Leave of absence with pay may be granted for professional meetings not exceeding one (1) week, subject to the approval of the Employer. The Employer will make every endeavour to grant such leave of absence.

## **ARTICLE 33 - EMPLOYER BUSINESS**

Employees required by the Employer to attend meetings or hearings on behalf of the Employer will continue to receive their normal salary for the time periods required.

The provisions of the Agreement shall apply to the time periods as required above. The Employer shall reimburse the employees for all expenses incurred by the employees during these time periods.

## **ARTICLE 34 - LEAVE - PUBLIC OFFICE**

Employees will be granted unpaid leave of absence to enable them to run in a Municipal, Provincial, or Federal Election if nominated and, if elected, to serve one term of office.

## **ARTICLE 35 - LEAVE - SICK**

### **35.01**

Regular full-time employees will receive one and one-half (1 ½ ) working days sick leave credit for each month of paid service.

### **35.02**

Regular part-time employees will receive sick leave credit for each month of paid service, as follows:



$$\frac{\text{straight time hours paid per month}^* \times 1.5}{(156.6)}$$

\* (includes leave without pay up to twenty (20) work days)

### **35.03 Accumulation**

Sick leave credits, if not used, will accumulate to a maximum of one hundred and fifty-six (156) working days. The Employer will furnish an annual notice of accrued sick leave. The accumulated balance of an employee's sick leave credits shall not be reduced as a result of the reduction in the work week to thirty-six (36) hours per week.

### **35.04**

Regular full-time employees will receive regular pay for each day of sick leave credit utilized. Regular part-time employees will receive pay for scheduled work hours lost.

### **35.05**

Employees leaving the work force on or after their fifty-fifth (55th) birthday will be entitled to a cash payment equal to forty per cent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force. New employees after (date of ratification) will not be eligible for a cash payment of accumulated sick leave credits under Article 35.05.

The cash payout eliminates all unused banked sick leave credits. In the event an employee rejoins the work force, the employee shall not be entitled to any residual sick time credit from a bank that previously was cashed out.

In the event an employee rejoins the work force, the employee will not be entitled to a subsequent payout of sick credits on any subsequent departure from the work force.

Employees who are dismissed for just cause shall not be entitled for a payout as contemplated in this Article.

### **35.06 Proof of Sickness**

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

### **35.07**

When an employee is on paid sick leave, all benefits of the Agreement will continue to accrue.

### **35.08**

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long term disability benefits.

### **35.09 Leave - Workers' Compensation**

#### **A) Entitlement to Leave**

A regular employee shall be granted Workers' Compensation Leave with pay in the event that WorksafeBC determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. The term claim will not include any form of WorksafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WorksafeBC arising from this claim.

**B) Reimbursement to Employer**

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claim.

**C) Benefit Entitlement**

When an employee is on a WorksafeBC claim all benefits of the Agreement will continue to accrue. However, an employee off work on a WorksafeBC claim shall receive wages and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, 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.

**D) Approval of Claim**

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, the employee's sick leave bank shall be restored to the level it was prior to the WorksafeBC absence.

**E) Continuation of Employment**

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

**35.10**

Subject to the operational requirements of the Employer and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments will be paid for from accumulated sick leave, when the employee is unable to arrange the appointment during normal off-duty hours.

**35.11**

- A) When an employee's doctor refers the employee to a specialist, then any necessary travel time to a maximum of three (3) work days for the employee to visit such specialist will be paid for and deducted from sick leave credits.
- B) Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation shall be paid for from the employee's accumulated sick leave credits.
- C) The employee will be required to furnish proof of need in both A) and B) above.

**ARTICLE 36 - LEAVE - UNPAID**

**36.01**

An employee granted unpaid leave(s) of absence totalling less than twenty-one (21) working days in any calendar year will continue to accumulate all benefits. Any excess over twenty (20) working days in any calendar year will 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.

Employees granted leave of absence for Union business pursuant to Article 4.17 shall be exempt from the provisions of this Article.

**36.02**

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing to the Director of Care (or designated representative) and may be granted at the

Employer's discretion. Reasonable notice of at least eight (8) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such request within a reasonable period of time.

### **36.03**

Leave of absence will not affect annual increments when granted for education purposes, maternity leave, and adoption leave.

### **36.04**

Unless they have obtained prior approval from the Employer or as otherwise agreed to between the Employer and the Union, employees who are on unpaid leave of absence under this article will not engage in gainful employment while on such leave. Where no such approval or mutual agreement is in place, employees engaging in gainful employment while on an unpaid leave of absence shall be considered to have terminated their employment without notice.

### **36.05**

An employee who has been granted an unpaid leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

## **ARTICLE 37 - LEAVE - SPECIAL LEAVE**

### **37.01 Accumulation**

A regular employee shall earn special leave credit with pay up to a maximum of twenty (20) days at the rate of one-half (1/2) day every four (4) weeks.

The accumulated balance of an employee's special leave credits shall not be reduced as a result of the reduction in the work week to thirty-six (36) hours per week.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 144 hours (twenty (20) days X 7.2 hours) as of the first pay period following August 10, 2010, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 144 hours, no further credit shall be earned until the accumulated balance is reduced below 144 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 144 hours.

### **37.02 Application**

Special leave shall be granted as follows:

- A) marriage leave - five (5) days;
- B) paternity leave - one (1) day;
- C) for serious illness of a spouse or child residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two (2) days at one time;
- D) leave of one (1) day may be added to the three (3) days' bereavement leave;
- E) leave of one (1) day may be taken for travel associated with bereavement leave.

- F) leave of up to two (2) days at one time, to a maximum of four (4) days in one calendar year, for care of immediate family members not residing with the employee. For purposes of this provision, immediate family members are defined as parent, child, spouse, and sibling.

### **37.03 Leave - Elections**

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

## **ARTICLE 38 - ANNUAL VACATION**

### **38.01 Vacation Entitlement**

- A) Regular employees shall be entitled to vacation leave at their regular rate of pay based on length of service.

- B) January 1, shall be the cutoff date for annual accrual of vacation entitlement.

- C) Regular employees shall be entitled to a vacation when the qualifying year(s) of service are attained before January 1, as follows:

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

\* Current employees receiving forty (40) work days or more shall continue to be entitled to one (1) additional work day per year to a maximum of forty-six (46) work days after thirty (30) years of continuous service.

### 38.02

Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

$$\frac{\text{Days paid* (excluding overtime) x vacation entitlement x regular pay}}{261}$$

\* includes leave without pay up to twenty (20) days

### 38.03

Vacation leave must be taken in the calendar year.

### 38.04 Partial Year of Service

Regular employees with less than one (1) year service on the January 1 cut off date earn vacation at the rate of:

$$\frac{\text{Days paid* (excluding overtime) x vacation entitlement x regular pay}}{261}$$

\* includes leave without pay up to twenty (20) days

Despite 38.01, an employee in their first year of service with the Employer may take vacation at the prorated amount during their first calendar year of service.

### 38.05

Employees who have completed their probationary period are entitled to vacation leave at their regular rate of pay. All vacation not taken by December 31 will be paid out at the employee's regular rate of pay.

### 38.06 Vacation Scheduling

A) Subject to operational requirements, vacations may be scheduled during the entire calendar year.

B) Vacation time may be divided and employees may, prior to the scheduling of vacations, request to have their vacation scheduled in accordance with either the principle of seniority or on a rotating basis.

Where a consensus of employees cannot be reached as above, vacations will be scheduled according to seniority on the basis that the employees with the most seniority will have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer will forfeit their seniority rights in respect to choice of vacation time.

C) The Employer shall post by November 1<sup>st</sup> the seniority list and each employee's accrued vacation time to be taken in the succeeding calendar year.

D) The window for selection of vacation preference is open to all employees for a four-week period, commencing November 1<sup>st</sup>. Vacation period(s) not selected by November 29<sup>th</sup> may be granted on a first-come basis and subject to operational requirements, after the final approved vacation schedule is posted by the Employer by December 31<sup>st</sup>.

E) If an employee splits their annual vacation into two (2) or more periods, the second and subsequent choices of vacation time period(s) are not scheduled until after all other members of the bargaining unit have been granted their first choice of vacation time.

- F) Requests for vacation time not designated in accordance with the foregoing are to be made in writing and the Employer's decision must be made within thirty (30) days of receiving the employee's request.
- G) After posting of the final approved vacation schedule, changes may be made only by mutual agreement between the affected employee(s) and the Employer.

### **38.07 Terminating Employees**

Employees who terminate part way through a calendar year and who have not taken annual vacation will have vacation entitlement paid out on the basis of:

$$\frac{\text{Days paid* (excluding overtime) x vacation entitlement x regular pay}}{261}$$

\* includes leave without pay up to twenty (20) days

### **38.08**

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.

### **38.09 Supplementary Vacation**

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

For employees employed as of (date of ratification), they are grandfathered and will continue to be eligible for (A) and (B). New employees hired after (date of ratification) are eligible for (A) only.

- A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay.
- B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay.

## **ARTICLE 39 - STATUTORY HOLIDAYS**

### **39.01 Statutory Holiday Entitlement**

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

New Year's Day	Good Friday
Family Day	Victoria Day
Easter Monday	British Columbia Day
Canada Day	Thanksgiving Day
Labour Day	Christmas Day
NDTR Day	Boxing Day
	Remembrance Day

### **39.02 Payment for Statutory Holidays**

A regular full-time employee will receive regular pay for each day off for the aforementioned statutory holidays.

### 39.03

Regular part-time employees will receive the following pay for the aforementioned statutory holidays:

$$\frac{\text{all eligible hours}^*}{\text{annualized hours}} \quad \times \quad 13 \text{ statutory holidays} \quad \times \quad \text{regular pay} \\ (1826.25)$$

\* Excludes any paid overtime. Includes leave without pay up to twenty (20) days.

### 39.04 Work on Statutory Holidays

If an employee is required to work on a statutory holiday, other than a Super Stat, the employee will be paid at the rate of double time (2x) for the first seven point two (7.2) hours worked in the day, provided that Articles 39.06, 22.01, 22.03, 22.04, 22.05, and 24.02 are not applicable, and will receive another day off with pay as a statutory holiday. The rate of double time (2x) will be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases, the rate of double time (2x) will be paid for the total hours worked.

#### Work on a Super Stat

Employees who are required to work on Christmas Day, Labour Day, or Good Friday shall be paid at the rate of two and one-half (2 ½ ) time for the first seven point two (7.2) hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2 ½ ) time shall be paid for the full shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2 ½ ) time shall be paid for the total hours worked.

### 39.05 Statutory Holiday Falling Within a Vacation

If a statutory holiday falls within a regular employee's annual vacation, the employee will receive an extra paid day off.

### 39.06 Statutory Holiday Rescheduled with Insufficient Notice

If a regular employee is required to work on a day which has been scheduled as a statutory holiday, and is not given at least fourteen (14) calendar days' advance notice of the change of schedule, the employee will be paid the appropriate overtime rate for all hours worked on the day, and will receive another day off with pay as a rescheduled statutory holiday.

### 39.07 Scheduling of Statutory Holidays

Subject to the operational requirements of the Employer, reasonably applied, statutory holidays whenever possible will be scheduled for a time which is mutually agreeable to the Employer and the employee concerned. A regular employee will receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

### 39.08

When a regular employee has been on sick leave one or more working days prior to the employee's scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday will become a day to which sick leave credits will be applied and the day will be rescheduled.

## ARTICLE 40 - EXTENDED HEALTH, DENTAL COVERAGE, AND LONG TERM DISABILITY

## **INSURANCE PLAN**

### **40.01 Dental Plan**

- A) The Dental Plan shall cover eligible employees, their spouses (including common-law spouse), and dependent children provided they are not enrolled in another Plan.
- B) The Dental Plan shall cover one hundred per cent (100%) of the costs of the basic Plan "A", eighty per cent (80%) of the extended Plan "B", and sixty per cent (60%) of the costs of the extended Plan "C". An employee is eligible for orthodontic services under Plan "C" after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars (\$2750.00) per patient with no run-offs for claims after termination of employment.
- C) The Employer shall pay one hundred per cent (100%) of the monthly premiums.

### **40.02 Extended Health Care Plan**

- A) The Extended Health Care Plan shall cover eligible employees, their spouses (including common-law spouse), and dependent children, provided they are not enrolled in another plan.
- B) The Extended Health Care Plan shall include:
  - i) See Appendix D
- C) The Employer shall pay one hundred per cent (100%) of the monthly premium.

### **40.03 Group Life Insurance Plan**

- A) Regular employees shall become members of the Group Life Insurance plan as a condition of employment.
- B) The plan shall provide basic life insurance in the amount of one hundred thousand dollars (\$100,000.00) and standard twenty-four (24) hour accidental death and dismemberment insurance, up to and including age sixty-five (65). Thereafter, the amount of coverage shall decrease to fifty thousand dollars (\$50,000.00). Group insurance coverage shall cease for employees at the age of seventy (70). Upon termination of employment, including retirement, coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of the employee's group life insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.
- C) The Employer shall pay one hundred per cent (100%) of the premium for the Group Life Insurance Plan.

### **40.04 Long Term Disability Plan**

- A) Regular employees shall become members of the Long Term Disability Plan (a plan of insurance known as the LTD plan) as a condition of employment.
- B) In the event an employee becomes disabled as a result of an accident or an illness, then, after the employee has been disabled for six (6) months in the event of onset prior to September 1, 2001, or five (5) months in the event of onset on and after September 1, 2001, the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings to a maximum of four thousand dollars (\$4,000) per month until age 65.
- C) The Employer shall pay one hundred per cent (100%) of the monthly premium of the LTD plan.



D) The Employer and the Union will work together to assist an applicant whose claim for LTD has been denied to make representations to the carrier to have their application reconsidered.

#### **40.05**

Coverage under the provisions in Article 40.01, 40.02, 40.03, and 40.04 shall commence on the first day of the calendar month immediately following the completion of three (3) months' employment as a regular employee.

#### **40.06**

An eligible dependent, for the purposes of Articles 40.01, and 40.02, is one who is listed on the employee's tax deduction return form (TD1), or who is acceptable to the Plan. An employee may cover persons other than dependents if the plan carrier agrees, and if the employee pays the full premium for the non-dependents through payroll deduction.

#### **40.07 Benefit Plans**

The Employer will be responsible to advise new employees of the present benefit plans and present them with the necessary application cards. It shall be the responsibility of the employee to fill out such application forms and return them to the Employer to be eligible for coverage. Existing employees who wish to obtain or alter benefit coverage shall have the responsibility of submitting revised application forms to the Employer. The Employer shall not be held liable for any insurance claim not honoured due to a failure by an employee to submit required forms.

#### **40.08**

Where a benefit plan is already in effect or is being implemented, the Employer will provide the union with a detailed breakdown of the plan.

### **ARTICLE 41 - EMPLOYMENT INSURANCE**

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

### **ARTICLE 42 - WORKERS' COMPENSATION**

All employees will be covered by the provisions of the *Workers' Compensation Act*.

### **ARTICLE 43 EXEMPT AND SAVE HARMLESS**

The Employer will insure:

A) To exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer;

B) To assume all costs, legal fees, and other expenses arising from any such action.

### **ARTICLE 44 - PERSONAL PROPERTY DAMAGE**

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

## **ARTICLE 45 - PREVIOUS EXPERIENCE**

### **45.01**

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

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

Where more than two (2) years have elapsed since such experience was obtained, experience recognition shall be granted as follows:

- a) 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. For example, an RN who has seven (7) years' experience and has been out of the work force for four (4) years, will be put on Step 5.
- b) If more than five (5) years have lapsed since such experience was obtained, there shall be no credit for previous 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.

## **ARTICLE 46 - QUALIFICATION DIFFERENTIALS**

### **46.01 Multiple Payments Prohibited**

An employee may not qualify for more than one (1) payment under categories in Articles 46.03 and 46.04.

### **46.02**

The employee must provide proof of qualifications listed in Articles 46.03 and 46.04. The qualifications must be from an accredited Canadian post secondary institution or equivalent.

### **46.03 Baccalaureate Degree**

A regular employee who has received a Baccalaureate Degree in nursing shall receive an additional one hundred dollars (\$100.00) per month.

### **46.04 Master's Degree**

#### **A) In Nursing**

A regular employee who has received a Master's degree in nursing shall receive an additional one hundred twenty-five dollars (\$125.00) per month.

#### **B) Other**

A regular employee who has received a Master's degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee's duties, and where such qualification does not form part of the job requirement, the employee shall receive an additional one hundred and twenty-five dollars (\$125.00) per month.

## **ARTICLE 47 - PAY DAYS**

### **47.01 Pay Days**

Employees shall be paid biweekly by direct deposit and will have access to their pay statements by pay day.

### **47.02 Statement of Wages**

On each pay day, an employee will receive a statement indicating the following:

- A) in the case of an hourly paid employee, the hourly rate and hours worked;
- B) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- C) any qualification differential, premium, or other payment to which the employee is entitled;
- D) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- E) the amount being received by the employee;
- F) special leave hours used within the pay period;
- G) vacation hours taken within the pay period;
- H) sick leave credits used within the pay period and accumulated balance.

#### **ARTICLE 48 - AMENDMENTS**

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

#### **ARTICLE 49 - RETIREMENT PLAN**

Upon completion of the probationary period, eligible employees shall be brought within the scope of the Retirement Plan as outlined in Appendix C.

#### **ARTICLE 50 - PROVISIONS OF WAGE SCHEDULES**

##### **50.01**

Wages will be paid each employee in accordance with Article 55 (Wage Schedules).

##### **50.02**

All rates of pay and benefits of this Agreement shall be applied according to their respective dates, as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above, shall receive them providing they leave a forwarding address for this purpose.

#### **ARTICLE 51 - SEVERANCE ALLOWANCE**

##### **51.01 Eligibility for Severance Allowance**

A regular employee leaving the employ of the site shall be entitled to receive severance allowance as calculated in Articles 51.02 and 51.03 providing that the employee falls into one of the following categories:

- A) Employees with ten (10) years of service who of their own volition leave the site work force after their fifty-fifth (55th) birthday.

B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.) except employees discharged for cause.

C)

- i) Employees who are required to retire from the site work force because of a medical disability of a like nature to those defined under the provisions of the *Pension (Municipal) Act*; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the *Pension (Municipal) Act*.

D) Employees with ten (10) years of service who die in service.

E) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

#### **51.02 Severance Allowance Entitlement**

An eligible employee, as defined in Article 52.01 shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

An eligible employee who dies in service shall have the severance allowance paid to their estate.

#### **51.03 Calculation of Severance Allowance**

A) Proportionate payment shall be made to eligible employees for periods of service of less than two (2) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime) in the two year period} \times 1 \text{ week's pay}}{(1879.2) \times 2}$$

B) Years of service for severance allowance purposes for part-time employees shall be calculated on the following basis:

$$\frac{\text{Total hours paid* (excluding overtime)}}{(1879.2)}$$

\* Includes leave without pay up to twenty (20) work days.

C) Periods of service cannot be used more than once for calculating severance allowance.

#### **51.04 Portability of Service for Severance Allowance Purposes**

A regular employee who voluntarily resigns and is later rehired by the site covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

### **ARTICLE 52 - EFFECTIVE AND TERMINATING DATES**

#### **52.01 Expiration of Agreement**

This Agreement covers the period April 1, 2023 to and including March 31, 2026 and shall remain in force and be binding upon the parties thereafter until a new Agreement has been ratified.

### **52.02 Commencement of Bargaining**

Where either party has given notice under Article 48, the parties shall, within ten (10) days after the notice was given, commence collective bargaining.

### **52.03 Effective Date of Agreement**

All compensatory provisions of this Agreement are effective date of ratification unless otherwise specified in the body of the Agreement, or in the attachments.

All non-compensatory provisions of this Agreement are effective date of ratification.

### **52.04**

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

## **ARTICLE 53 - STAFF DEVELOPMENT PROGRAMS**

### **A) Transfer of Function**

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

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

### **B) In-Service Programs**

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

- i) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- ii) Employees required to attend such programs will be paid at the applicable rate of pay.
- iii) In-service education programs on managing aggressive behaviour of residents will be provided.

### **D) General Education Programs**

- i) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees and course required books, necessary travelling and subsistence expenses. For regular full-time and part-time employees, the Employer shall provide two (2) days professional development annually, subject to prior approval of the course(s) by the Employer.
- ii) A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.
- iii) **Leave on Day Off**  
Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

## **ARTICLE 54 - WAGE SCHEDULES**

Employees shall be compensated in accordance with wage schedules as per Appendix "B".

## **ARTICLE 55 - PROFESSIONAL RESPONSIBILITY CLAUSE**

In the interest of safe resident care 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

D) Such concerns in A), B) and C) above are not deemed to be “grievances” as per Article 8.

### **55.01**

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.

### **55.02**

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 Chair of the Union/Management Committee and the Director of Nursing/Care.

### **55.03**

Meetings of the Committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.

### **55.04**

Members of the committee shall have access to all Nursing Department policy and procedure manuals, including workload measurement manuals, as may be necessary to assist in satisfactory resolution of the employee's concerns.

### **55.05**

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Executive Director, and the BCNU. The Executive Director shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a steward.

The Executive Director shall respond to the employee in writing within fourteen (14) calendar days of the meeting.

### **55.06**

If the employee is not satisfied with the written response from the Executive Director, the employee with a Union representative, may make a presentation to a Troubleshooter as per Article 8. It is agreed that the Troubleshooter process is the final step to this Professional Responsibility Clause.

## **ARTICLE 56 - PROVISIONS FOR NEW HIRES**

For newly-hired employees, prior experience as described at Article 45.01 or Article 9.06, subsection G) iii) (2) is recognized and is accorded the following treatment:

**A) Wage Increment Step**

For documented prior nursing experience which is recent and relevant, as determined by the Employer, the new employee is placed on the prevailing wage progression grid at the step reflecting one increment for each completed 1,879.2 hours of experience.

**B) Qualification Differentials**

For documented educational qualifications attained prior to commencing employment with the Employer, the new employee shall be paid the appropriate differential premium(s) in accordance with Article 47.

**C) Vacation Plateau**

- i) For documented prior nursing experience which is recent and relevant, as determined by the Employer, the new employee is placed on the vacation grid in accordance with cumulative hours of continuous service at prior employers, subject to a maximum placement at the six (6) week plateau, i.e. thirty (30) work days.
- ii) Placement on a vacation plateau is utilized to compute and accrue future vacation time and vacation pay, in the second and subsequent years of continuous employment.
- iii) On commencing employment there is no accrued bank of vacation pay in the initial calendar year of service, however for a partial year of service ending on the January 1st cut-off date, the employee may take pro-rated vacation time in the succeeding year in accordance with Article 38.04.
- iv) The employee's vacation time is red-circled at the plateau in effect as of the date of hire, and remains the same until such time as the employee's accumulated continuous years of service after the date of hire results in progression to the next succeeding plateau (for example, a new hire placed on the 25 work day plateau would progress to 26 work days after completing ten (10) continuous years of service with Glenwarren).

## **APPENDIX “A”**

### **LONG TERM DISABILITY PLAN**

#### **SECTION 1 – ELIGIBILITY**

A) Regular full-time and regular part-time employees who are on staff at the date of signing of the Collective Agreement and who are not presently disabled from working or who joined the staff following that date shall, upon completion of the probationary period as per Article 12 – Probationary Period, become members of the Long Term Disability Plan as a condition of employment.

B) Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the following provisions:

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits, and shall return to their former job and increment step.

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

Employees who are in receipt of long-term disability benefit payments shall be eligible for medical, extended health and dental coverage and the premiums of the plans shall be cost shared by the Employer and the employee on a 50/50 basis.

Employees on long term disability shall have their Group Life Insurance Premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day they were actively at work.

#### **SECTION 2 - WAITING PERIOD AND BENEFITS**

In the event an employee becomes disabled as a result of an accident or an illness, then, after the employee has been disabled for six (6) months in the event of onset prior to September 1, 2001, or five (5) months in the event of onset on and after September 1, 2001, the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings to a maximum of four thousand dollars (\$4,000) per month until age 65.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

The long term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age 65, recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of their continuous total disability.



### SECTION 3 - TOTAL DISABILITY DEFINED

- A) Total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which they are reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.

For a disability whose onset occurs on or after the first (1st) day of the calendar month following thirty (30) days after the date of ratification of this collective agreement, total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which the rate of pay equals or exceeds eighty-five percent (85%) of the pre-disability rate of pay from their regular occupation with the Employer, and for which they are reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.

- B) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- C) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- D) After twenty-four (24) months of disability, an employee who is able by reason of education, training or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore shall not continue to be eligible for benefits under this Long Term Disability Plan.

For a disability whose onset occurs on or after the first (1st) day of the calendar month following thirty (30) days after the date of ratification of this collective agreement, after twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, for which the rate of pay equals or exceeds eighty-five percent (85%) of the pre-disability rate of pay from their regular occupation with the Employer, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.

- E) If an employee who is receiving this Long Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five per cent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty per cent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty per cent (80%) of the employee's earnings at the date of disability.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred per cent (100%) of such earnings.

#### **SECTION 4 - EXCLUSIONS AND LIMITATIONS**

##### ***Exclusions***

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- (1) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (2) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces; and
- (3) flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.

##### ***Limitations***

- (1) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if they are prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which they have received benefits provided by this policy.
- (2) In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

#### **SECTION 5 - INTEGRATION WITH OTHER DISABILITY INCOME**

The amount of benefit payable to an employee shall be the amount for which they are insured on the date of commencement of their total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- A) Workers' Compensation Act, or similar law;
- B) Department of Veterans' Affairs;
- C) Retirement or Pension Plan with any employer;

D) any disability provision or any group insurance policy; and

E) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan;

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of their income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

## **SECTION 6 - SUCCESSIVE DISABILITIES**

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed their previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one (1) period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- (1) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- (2) thirty (30) days, whichever is greater.

## **SECTION 7 - EXPIRATION OF SICK LEAVE**

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting period when the long term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long term disability benefit, or bank the unused sick leave credits for future use.

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to their former job, exercising their seniority rights if necessary, pursuant to Article 13.02 D), of the Collective Agreement.

## **SECTION 8 - BENEFITS UPON PLAN TERMINATION**

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

## **SECTION 9 - PREMIUMS**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

## **SECTION 10 - WAIVER OF PREMIUM**

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for their insurance shall be waived for the period during which benefits are paid.

## **SECTION 11 - CLAIMS**

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised their employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

## **SECTION 12 - ADMINISTRATION**

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

**APPENDIX “B”**  
**WAGE SCHEDULE**  
**REGISTERED NURSE**  
**WAGE RE-OPENER**

During Provincial Wage Levelling, HEABC/NBA wage rates as funded to the Employer shall continue to apply towards the Registered Nurse/Registered Psychiatric Nurse classification. Upon discontinuation of funding of Wage Levelling, the Employer shall within seven (7) calendar days of notice by the government, notify the Union to meet within seven (7) calendar days to commence wage re-opener negotiations. The Employer agrees to maintain employees at their most current wage-levelled rates during wage re-opener negotiations.

The Parties agree to negotiate wages only, unless agreed otherwise.

If the Parties are unsuccessful in reaching agreement within twenty-one (21) calendar days of the initial wage re-opener meeting, either Party may apply for BC Labour Relations Board mediation. If the Parties are unsuccessful in mediation, either Party may apply for interest arbitration at BC Labour Relations Board’s Collective Agreement Arbitration Bureau (CAAB).

The Parties may mutually agree to any lawful timeline extensions.

## **APPENDIX “C”**

### **RETIREMENT PLAN**

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

#### **REGISTERED RETIREMENT SAVINGS PLAN**

- A) For regular employees participation is mandatory. Contributions may be made at three percent (3%), or four percent (4%), or five percent (5%) or five point five percent (5.5%) of straight time earnings.
- B) Matching employer contributions will be made monthly and vesting is immediate.
- C) Employees may make voluntary contributions in addition to their regular contributions. However, the employer does not match voluntary contributions.
- D) Employees are offered a choice in the type of investment, i.e. five (5) year guaranteed fund, one (1) year guaranteed fund. Canadian Equity Fund or Diversified funds.
- E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- F) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the employer contribution will be withheld for one (1) full year.
- G) Employees enrolled in the previous pension plan are subject to provincial locking-in requirements with respect to any withdrawals.
- H) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- I) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- J) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions within a two-week period or shall be provided access to the plan carrier - cost to be borne by Employer.
- K) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.
- L) With the exception of changes to personal information (e.g. name, beneficiary, etc.) all other changes to the plan, including enrolments, will occur twice (2x) per year on January 1st and July 1st. The Employer will make those changes by January 15 and July 15 of that same year.
- M) Casual employees who have completed two (2) consecutive years of service and who have earned thirty-five per cent (35%) of the yearly maximum pensionable earnings in each of the two (2) years shall have

the option of enrolling in the Plan.

- N) The Employer's group RRSP will be explained in annual information sessions facilitated by the financial institution.

## APPENDIX “D”

### EXTENDED HEALTH

The extended health care plan shall include:

- i) Expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of eight hundred dollars (\$800.00) per person in each four (4) year period.
  - ii) Effective May 1, 2024, vision care coverage providing five hundred dollars (\$500.00) reimbursement per eligible employee and dependents, per twenty-four (24) months; eligible expenses include frames and prescription lenses (including contacts);
  - iii) Major medical benefits for employees and eligible dependents cover 100% of expenses which are reasonable and customary, and provided the expense is medically necessary for treatment of sickness or injury and recommended by a licensed physician, and provided the expense is incurred for a treatment, service or expense which is not covered under the provincial medicare plan or any other government-sponsored program:
- ambulance service – transportation by a licensed ground ambulance and licensed air ambulance for immediate treatment at the nearest medical facility
  - convalescent care – room, board and normal nursing care provided in a licensed nursing home (for convalescent care, excluding custodial care) up to a maximum expense of \$20.00 per day, subject to a maximum of 180 days per disability.
  - drugs and medications – (mandatory generic substitution) prescribed by a legally licensed physician or dentist, dispensed by a pharmacist, physician or dentist; includes charges for oral contraceptives, intrauterine devices and diaphragms, excludes “over-the-counter” medications; fertility drugs subject to maximum lifetime of \$2,400.00 per covered person
  - eye examinations – by an ophthalmologist or licensed optometrist, covered to a maximum of \$75.00 per covered person per twenty-four (24) months
  - colostomy and ileostomy supplies – required as a result of a colostomy or ileostomy and/or the treatment of cystic fibrosis, diabetes, parkinsonism or heart disease
  - mastectomy prostheses – purchase of breast prosthesis, subject to a maximum of \$200.00 per covered person per year, excluding support bra
  - orthotics – purchase of one pair of casted, custom-made orthotics recommended by a licensed physician or podiatrist, maximum \$350.00 per eligible person per calendar year
  - prosthetics – purchase of trusses, crutches, braces, artificial limbs or eyes; up to a total expense of \$25.00 per calendar year for purchase of elastic support stockings
  - orthopaedic shoes – purchase of shoes which are attached to and form part of a brace, subject to a maximum of \$500.00 per covered person per year
  - medical supplies and services – diagnostic procedures, radiology, blood transfusions and oxygen, including the equipment necessary for administering oxygen; purchase of wigs or hairpieces following chemotherapy, subject to a maximum of \$300.00 per covered person per year; rental, or at the insurer’s option, purchase of a wheelchair, hospital bed or respirator/ventilator; purchase of glucometers, subject to a lifetime maximum of \$700.00 per covered person
  - professional services —
    - a) covers physician’s services, where permitted by law, for expenses incurred in Canada, whether inside or outside the claimant’s province of residence
    - b) private duty nursing by a Registered Nurse or RNA, or equivalent designation and completion of an approved medications certification program, for services in the patient’s home, subject to submission of a written detailed treatment plan and prior written approval by the insurance carrier, and subject to a maximum of \$25,000.00 per person in any three (3) consecutive calendar years



- outside Canada coverage – in the event of emergency when the covered employee or covered dependent is traveling, vacationing or otherwise temporarily residing outside Canada, the following will be considered for reimbursement as eligible expenses, subject to a lifetime maximum of \$1,000,000:
  - a) in-patient hospital charges for the difference between the room and board benefit payable by the provincial medicare/hospital plan and the actual cost of ward accommodation, and, medically necessary hospital services and supplies furnished during hospital confinement
  - b) physician's charges for professional services
  - c) other expenses incurred outside Canada, as described elsewhere in this subsection (iii), will be considered for reimbursement in the same manner as for those expenses incurred in Canada
  - d) as listed in ManuLife Financial's World Travel Assistance brochure.
- paramedical services — for services of the following licensed, certified or registered paramedical practitioners when operating within their recognized fields of expertise: acupuncturist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist and speech therapist, are covered for up to thirty (30) visits per paramedical practitioner per covered person per calendar year to a combined maximum of \$1,200.
- expenses not covered by this Extended Health Care Plan include those resulting from, but not necessarily limited to, the following conditions:
  - self-inflicted injuries or illness while sane or insane
  - direct or indirect injury resulting from insurrection, war, armed forces service
  - injury or illness for which the person is entitled to benefits under workers' compensation examinations required for the use of a third party
  - travel for health reasons
  - cosmetic surgery or treatment
  - experimental medical procedures or treatment methods not approved by the Provincial Medical Association
  - services, treatments or supplies eligible and payable under any government plan
  - other expenses not listed above may be excluded
- for the protection of the covered employee and covered dependents, where an expense is significant, pre-authorization from the insurance carrier is strongly recommended.

## APPENDIX "E"

### SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN

The Parties agree to establish and administer a Supplemental Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant to the Collective Agreement.
2. All regular employees employed by the Employer who are in the BCNU bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.
3. The benefit level for eligible employees under the Plan is as follows:
  - a) Maternity leave allowance will provide eligible employees with one (1) week of the employee's normal weekly earnings as follows:  
    < 85% of normal weekly earnings
  - b) Sixteen additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:  
    < 85% of normal weekly earnings
  - c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the one (1) week waiting period.
  - d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
  - e) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided they satisfy the Employer that their absence is due to a valid health-related condition, and that they are unable to attend at work to perform their duties.

The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.

5. To be eligible for SEB Plan benefits as described in Section 3 above, an employee must:
  - a) not be in receipt of sick leave benefits;
  - b) provide satisfactory documentation to the Employer that they have applied for and is in receipt of employment insurance benefits; and
  - c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:

- i) they do not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
  - ii) they work less than the required number of hours (15 hours per week); or
  - iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.
- 6. The Plan will be effective upon approval from Human Resources Development Canada (HRDC), but benefit entitlement shall be retroactive to September 1, 1993. In the event the CEIC does not approve the Plan, then the parties agree to meet and discuss amendments to facilitate approval of the Plan and, in the absence of agreement, the issue will be referred to Mr. Ready for final and binding arbitration.
- 7. The Plan will continue in effect until a new Collective Agreement is concluded between the parties.
- 8. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
- 9. The British Columbia Nurses' Union shall keep a separate accounting record of benefits paid from the Plan.
- 10. On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.
- 11. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
- 12. Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
- 13. The Employer will inform the HRDC in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
- 14. In the event that present or future legislation renders null and void or materially alters any provision of this Letter of Understanding or the SEB Plan entered into between the parties, the following shall apply:
  - a) The remaining provisions of the SEB Plan 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 so rendered null and void or materially altered.
  - c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING #1**  
**between**  
**BLOOM LIMITED PARTNERSHIP, OPERATING AS GLENWARREN LODGE**  
**and**  
**THE BRITISH COLUMBIA NURSES' UNION**

**Re: Uniform Allowance**

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Uniform allowance shall be ten dollars (\$10.00) per bi-weekly pay period. It is understood that this benefit is pro-rated for regular part-time employees and casual employees.

**Re: Parking**

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The present posted procedure regarding free parking will be continued as far as practicable.

**Re: Meals**

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The Employer shall provide meals at cost.

**Re: Coffee/Tea**

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The Employer shall continue the current practice with respect to coffee/tea for the term of the Collective Agreement.

Renewed between the Parties for the term of the Collective Agreement (April 1, 2023 to March 31, 2026).

**LETTER OF UNDERSTANDING #2**  
**Between**  
**BLOOM LIMITED PARTNERSHIP, OPERATING AS GLENWARREN LODGE**  
**and**  
**THE BRITISH COLUMBIA NURSES' UNION**

**RE: Early Safe Return to Work Program**

*The Early Safe Return to Work program is intended solely for those regular post-probationary employees who are reasonably expected to return to full duties as outlined in the position description.*

*The Union and the Employer agree that ill or injured employees may benefit from involvement in Early Safe Return to Work Programs which may involve a number of initiatives such as a gradual increase in hours of work up to full shift hours, modified work place modification, a work hardening program, or if necessary, a change in work assignment.*

Participation in such a program is strictly voluntary for both the employee and the Employer and contingent upon the written consent and advice of the employee's physician.

The program shall be considered as part of the treatment/rehabilitation process. The ESRTW program will encourage a process of gradual integration to safe and appropriate work for each employee that returns the employee to their pre-injury/illness position. All employees engaged in a rehabilitation/treatment process shall be supernumerary.

The employee, an employer designate responsible for the Early Safe Return to Work Program, the Union steward and where necessary, an appropriate health care provider or a representative of other affected providers will meet to agree on a suitable work plan. Where necessary, other affected providers such as LTD and/or WorkSafe BC (WSBC) shall be consulted in the development of the plan.

A written program for the employee will include:

1. An overview of the employee's work plan, including program requirements (including restrictions or limitations), its expected outcome and end date. Programs shall not exceed eight (8) weeks, except as necessary in cases involving WSBC or other affected providers. Extensions may be made by mutual consent between the Employer and the Union.
2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
3. A detailed outline of the Employer and employee responsibilities under the program.
4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

Employees engaged in an Early Safe Return to Work Program shall be provided with a copy of the written program.

The employer designate shall be responsible for making the necessary work arrangements for the employee's return to the work place. The Union steward shall be allowed time away from their usual assigned duties to meet the union members at the work site to familiarize them with the terms and conditions of their co-workers' return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program are entitled to all the benefits of the agreement, on a proportionate basis. It is further agreed that participation in the program will not impact the waiting period or eligibility for LTD entitlement.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups, although on occasion, an employee may, depending on changed circumstances, move from one group to another. Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

- Group 1: Employees suffering an occupational illness or injury who are in receipt of WSBC payments.
- Receive full wages and benefits. (Article 35.09 – Leave – Worker’s Compensation)
- Group 2: Employees suffering a non-work related illness or injury or who are waiting acceptance of a WSBC claim, who have accumulated sick time and/or who choose to utilize accumulated vacation time.
- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all regularly scheduled hours not worked. All benefits continue uninterrupted.
- Group 3: Employees suffering a non-worked illness or injury or are awaiting acceptance of a WSBC claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time.
- Receive pay and appropriate premiums for all hours worked at the work place and receive EI sick benefits for the balance of the regularly scheduled hours not worked, subject to their entitlement. Medical, dental, extended health, LTD, group life insurance are reinstated when working.
- Group 4: Employees in receipt of LTD benefits.
- These employees are considered disabled and under treatment by a physician.
  - These employees receive pay for all hours worked as per Appendix A – Long Term Disability Plan. The cap in Appendix “A” – Section 3 (E) shall be waived for the duration of the Early Safe Return to Work Program.

Renewed between the Parties for the term of the Collective Agreement (April 1, 2023 to March 31, 2026).

SIGNATURE PAGE FOR COLLECTIVE AGREEMENT BETWEEN THE BRITISH COLUMBIA NURSES' UNION  
—AND— BLOOM LIMITED PARTNERSHIP, OPERATING AS GLENWARREN LODGE FOR THE TERM APRIL 1,  
2023 – MARCH 31, 2026:

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*Signed on behalf of Employer:*

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*Signed on behalf of British Columbia Nurses' Union:*

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*Blair Phillips – Senior Vice President,  
Human Resources*

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*William Hwang – BCNU LRO Staff*

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*Michelle Simpson – BCNU Committee Member*

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*Dated:*

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*Dated:*

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