

**CARECORP
AT DANIA
HOME
LIMITED**

**2025-
2028**

COLLECTIVE AGREEMENT

BETWEEN

DANIA HOME / MANOR

AND

THE BRITISH COLUMBIA NURSES' UNION

December 17, 2025 – December 16, 2028

British Columbia Nurses' Union

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.01 PREAMBLE

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
- B) The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- C) Any policies and procedures not covered by this Collective Agreement shall be governed by Worksite's Policy & Procedure Manual.
- D) Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 35 – Leave – General.)

1.02 DEFINITIONS

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

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

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

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

“Day Shift” means a shift in which the major portion occurs between 0700 and 1500 hours.

“Demotion” means a change from an employee's position to one with a lower maximum salary level.

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

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

“Evening Shift” means a shift in which the major portion occurs between 1500 and 2300 hours.

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

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

“Night Shift” means a shift in which the major portion occurs between 2300 and 0700 hours.

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

“Promotion” means a change from an employee’s position to one with a higher maximum salary level.

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

“Shift” means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

“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” means the movement of an employee from one position to another which does not constitute a promotion or demotion.

“Union” means the BC Nurses’ Union.

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

“Worksite” means CareCorp at Dania Home and Dania Manor where an employee is assigned to work either at or from.

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

ARTICLE 2 – PURPOSE OF AGREEMENT

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

All parties to the Agreement share a desire to provide quality health care for the residents of the homes, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the residents are well and effectively served.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 General Rights

The Union recognizes the right of the Employer to operate and manage its business in all respects. The rights to hire and manage the work force, and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of the Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein provided.

3.02 Employer Policies

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

ARTICLE 4 – UNION RECOGNITION

4.01 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees at CareCorp at Dania Home Limited Partnership (CareCorp Seniors Services) at and from 4175 and 4155 Norland Avenue, Burnaby, BC for whom the Union has been certified.

4.02 Scope of Agreement

This Agreement applies to all employees of CareCorp at Dania Home Limited Partnership (CareCorp Seniors Services) at and from 4175 and 4155 Norland Avenue, Burnaby, BC who are included within the bargaining unit for which the Union is the certified bargaining agent.

ARTICLE 5 – UNION SECURITY

5.01 Union Security

- A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.
- B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

5.02 Union Dues and Deductions

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

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

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

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

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement listing the employee's first name, last name. The Employer will provide the dues report to the Union in either Microsoft Excel or .csv format provided that it can be done so at no additional cost to the Employer.

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

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

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

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

6.02 Contracting Out

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

6.03 Employer's Business

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

6.04 Stewards

- a) The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.
- b) The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.
- c) The duties of stewards include but are not limited to the following:
 - i. investigating complaints of an urgent matter;
 - ii. investigating grievances;
 - iii. assisting employees in preparing and presenting a grievance in accordance with the grievance procedure;
 - iv. supervising ballot boxes and other related functions during ratification votes;
 - v. attending meetings called by management;
 - vi. accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated;
 - vii. meeting with new employees during their orientation;
 - viii. acting as appointees to the Union/Management Committee; and
 - ix. accompanying an employee, at their request, at a respectful workplace meeting.
- d) Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:
 - i. have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld;
 - ii. make every endeavor to complete their business in as short a time as possible; and
 - iii. advise their supervisor of their return to the work area. Stewards shall not interrupt the normal operations of the worksite.
 - iv. When a Steward is the only employee on duty in a department or where their absence would require the Employer to call in another employee or assign another employee to a higher rated position, or where their absence will unduly interfere with the Employers operation, the Steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

6.05 Union Representative Visits

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

6.06 Superior Benefits

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

6.07 Personnel File

a) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files. The employee shall provide five (5) business days written notice prior to accessing the file.

b) Union Representative or Steward Access

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

c) Confidential Nature of Personnel File

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

6.08 Copies of the Collective Agreement

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

6.09 New Employees

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

6.10 List of New and Terminating Employees

The Employer shall provide the Union with a list of new and terminated employees two (2) times per year specifying the last four digits of the BCCNM Nurse ID number (where relevant), status and position of each employee.

6.11 Bulletin Boards

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 7 – STRIKES OR LOCK-OUTS

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

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

ARTICLE 8 – UNION / MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established. The Employer and the Union shall each appoint two (2) representatives to the Union/Management Committee.

8.02 Chair

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

8.03 Meetings

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

8.04 Purpose of the Committee

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality care, safe practice and services. The Committee shall have the power to make recommendations to the Union and to the Employer.

8.05 Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

8.06 Stewards

Stewards required by the employer to attend Union/Management meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Discussion of Differences

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

The parties recognize that they have a common interest in resolving differences, and such resolution is promoted through initial discussion and the sharing of background information and documentation directly related to the difference so that informed discussion of the issue can take place at this level. The provision of information and documents does not affect the rights of the parties at arbitration. If there is no resolution following the initial discussion, the difference will then proceed to Step 1 of the grievance process as outlined in Art 9.02.

9.02 Grievance Procedure

If the difference(s) referred to in Article 9.01 remains unresolved, the following procedure shall be used, other than for the suspension or dismissal of employees and Application disputes under Article 9.05 or 9.08.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with the steward shall discuss the difference in a meeting with the Employer. The steward and the Employer may determine – at the conclusion of the meeting or within an agreed specified time (not to exceed seven (7) calendar days) – that the grievance is resolved or unresolved. Failing joint determination, the grievance is deemed to be unresolved.

Step 2

- a) If the grievance is not resolved through the Step 1 meeting, the Union may submit a written grievance to the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1. The grievance must be submitted on the common grievance form, with all the information required by the form.
- b) Following receipt of the written grievance, the Employer will provide a written response to the Union within seven (7) calendar days. The response must outline the basis upon which the grievance has been denied. The Union and the Employer will exchange legally permissible relevant documents, in accordance with the above expression of the parties' common interest, and then meet within a further twenty-one (21) calendar days, or as agreed by the parties, to discuss the grievance and attempt to resolve the issue(s).
- c) Within a further seven (7) calendar days of the Step 2 meeting, if the grievance is not resolved, the Employer must provide a written response to the Union in accordance with the above expression of the parties' common interest.
- d) The Union must refer its grievance to arbitration within ninety (90) calendar days after the Union receives the Employer's written response under Article 9.02(c).

9.03 Time Limits

If the time limits set out in Steps 1 and 2 above are not complied with by the employee(s) or Union, then the grievance shall be considered to have been abandoned unless the parties have mutually agreed in writing to extend the time limits.

9.04 Troubleshooter

Unless mutually agreed otherwise, disputes may be referred by either party to the Troubleshooter only after the completion of Step 2 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 Troubleshooter within a period of thirty (30) days, either party may apply to the Minister of Labour to appoint a mediator pursuant to Section 15 of Part One of the Canada Labour Code.

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

9.05 Policy Dispute

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 2 of Article 9.02 shall apply.

9.06 Application of Arbitration Decisions

The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the single Employer, the employees of the Employer, and the Union.

9.07 Amending Time Limits

If a party fails to comply with the time limits in Articles 9.02 or 9.03 (Step 2), then the grievance shall be considered abandoned, unless the parties have agreed, in writing, to extend the time limits or as otherwise ordered by an arbitrator. Both parties will endeavor to meet the timelines, however, where it is not possible for one party to do so, timelines may be extended by mutual agreement.

9.08 Resolution of Employee Dismissal or Suspension Disputes

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

Step 1

Within ten (10) calendar days of notice of the dismissal or the suspension (paid or unpaid), the Employer shall notify the head office of the Union of such termination or suspension.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 2 of Article 9.02.

9.09 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure, the Employer or its representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the steward or the Union.

ARTICLE 10 – ARBITRATION**10.01 Authority of the Arbitrator**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator as determined by (D) below. Such arbitrator 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 arbitrator shall issue a decision which shall be final and binding upon the parties.
- C) A single arbitrator shall be used for grievances filed under Article 9.02 or 9.05.
- D) The Parties may use the following arbitrators: Elaine Doyle, John Hall, Jacquie de Aguayo, Randy Noonan, Jitesh Mistry or a substitute agreed to by the Parties. The Arbitrator, who shall act as the sole Arbitrator, shall be agreed to by the Parties.

10.02 Notification

- A) The party requesting arbitration under Article 9.02 or 9.05 shall notify the other party of its intent to arbitrate and its proposed arbitrator except where the grievance procedure is included within the category of grievances scheduled for expedited arbitration under Article 10.05.
- B) The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Registrar of the Labour Relations Board to make the appointment.
- C) The party referring a grievance to expedited arbitration under Article 10.05 shall notify the other party of its referral.

10.03 Cost Sharing

The Employer and the union share equally in the costs, expenses and allowances of the Arbitrator.

10.04 Waiver of Time Limits

The time limits prescribed above may be extended by mutual agreement in writing between the Union and the Employer.

10.05 Expedited Arbitration

All grievances shall be considered suitable for expedited arbitration except grievances relating to:

- (1) Dismissals
- (2) Suspensions in excess of five (5) days
- (3) Grievances filed under Article 9.05
- (4) Grievances where a party intends to raise a preliminary objection

By mutual agreement between, the parties, a grievance falling into one of these categories may be placed into the expedited arbitration process.

As the process is intended to be informal, legal counsel will not be used by either party.

- A) 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.
- B) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (C).
- C) The decision of the arbitrator is to be completed within 3 working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.
- D) 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.
- E) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- F) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary.
- G) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- H) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- I) The expedited arbitrators, who shall act as sole arbitrators, shall be agreed to by the parties.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article “regularly scheduled” means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 23.03 – Posting of Work Schedules) Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

11.01 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 - Grievances.

11.02 Regular Full-Time Employees

A) Definition

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 24.01 - Hours of Work.

B) Benefit Entitlement

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

C) Seniority

Regular full-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

11.03 Regular Part-Time Employees

A) Definition

Regular part-time employees are those who are regularly scheduled to work a minimum of twenty (20) hours or equivalent per week but less than the full hours as provided in Article 24.01- Hours of Work.

B) Benefit Entitlement

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 - Anniversary Date and Increments; Reference Article 42 - Medical, Extended Health and Dental Coverage, and Group Life Insurance Coverage.)

C) Seniority

Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) - Seniority – Definition.

11.04 Casual Employees

A) Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- (1) Sickness relief
- (2) Vacation relief
- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments)
- (5) Temporary workload
- (6) Paid holiday relief
- (7) Overtime owing relief

- (8) Maternity and Parental leave relief
- (9) Education leave relief
- (10) Bereavement leave relief
- (11) Union leave relief

B) 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,

Where there is no bona fide reason for the refusal of work, the casual employee will be deleted from the casual call-in list.

C) Letter of Appointment

- (1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the requisite skills or orientation required.

- (2) **General Availability**

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revision. Such revision will occur once per year, or, if mutually agreed between the Employer and the employee, on a more frequent basis. The Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

- (3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than Fifteen (15) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Employee with the option of a union steward shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

- (4) **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 and will be added to their letter of appointment at the next revision.

- (5) **Orientation**

The Employer will provide casual employees with orientation.

D) Casual Register

- (1) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer in descending order of their seniority hours.

- (2) Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the worksite.

E) Procedure for Casual Call-In

- (1) The manner in which casual employees shall be called to work shall be as follows:
 - (a) The Employer shall offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority providing the casual employee:
 - has the qualifications and capabilities to perform the work being relieved; and
 - has provided the employer with their availability for these shifts and hours
 - (b) Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

- (2) Exceptions to the above may occur to address the need to consolidate the skills of new graduate RN's.

- (3) Notwithstanding (1) above, where the Employer has received forty-eight (48) hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three (3) shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.

- (4) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.

- (5) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, 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 (E) (i) above.

- (6) **Casual Call-In**
The manner in which casual employees will be contacted for relief work shall follow the scheduling process as outlined in Article 26

F) Wage Entitlement

- 1) Casual employees shall be paid in accordance with the wage schedule.
 - (a) A casual employee hired having less than one (1) years' experience (1950 hours) shall be placed at the first step of the increment scale.
 - (b) A new casual employee hired may receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1950 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained. Casual employees shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.
- 2) A regular employee who terminates their employment and is re-employed by the 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.
- 3) When a casual employee applies for and receives a regular position, they shall retain the same increment step attained as a casual.

G) Benefit Entitlement

1) Grievance and Arbitration

Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 -Grievances and Article 10 - Arbitration.)

2) Vacation Pay and Paid Holidays

Upon date of union ratification casual employees shall receive eight point four percent (8.4%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

Other Benefits

Casual employees shall be paid any earned shift premium, overtime, and premium pay for work on a paid holiday.

The provisions of Article 46 - Wage Schedule and Classifications, and Article 6.05 - Superior Benefits, apply to casual employees.

3) Benefits for Casual Employees in Temporary Appointments

Where a casual employee fills a position, posted or appointed, pursuant to Article 17.02 and occupies the position in excess of six (6) months, they will be entitled to the following benefits:

- a) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the six (4%) vacation benefit is not to be paid out on every payday but accrued instead;
- b) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 38.01 and be entitled to take such accrued sick leave in accordance with Article 38.02;
- c) Access to these benefits shall cease when either:
 - (i) The regular incumbent returns to the position; or
 - (ii) The casual employee is no longer working in the posted position.
- d) Access to these benefits shall continue if the casual employee commences work

in another temporary position with the Employer within seven (7) days from the end of the preceding temporary position.

H) Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent of 1950 hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(B) Seniority – Definition.

- I) Casual employees, while receiving WorkSafe BC Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

(1) Determine the number of hours worked in the twelve (12) month period.

(2) Divide by fifty-two point two (52.2) weeks.

(3) Multiply by the number of weeks on approved WorkSafe BC Benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

J) Overtime Pay

- a) A casual employee shall be entitled to overtime pay in accordance with Article 25.05 in the following circumstances:

i) The hours of work in one day exceed either:

(1) after working 8 hours at a rate of 1.5 times; or
after working 12 hours at a rate of 2.0 times.

ii) For any shifts worked in excess 40 hours per week.

11.05 Probationary Period

It is understood that all employees will be subject to a probationary period for four-hundred-eighty-seven-point-five (487.5) hours of continuous service. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one-hundred-and-fifty (150) hours.

ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

Increment step means the annual gradation of wages, if applicable, within a classification as set out in Article 46 – Wages and Classifications.

12.02 Increments

A regular employee shall be entitled to increments based on straight time paid hours subject to Article 35 - Leave – General.

ARTICLE 13 – SENIORITY

13.01 Definition

A) Regular Employee

Seniority for a regular employee is defined as the number of straight time paid hours accrued as a regular employee, plus any straight time hours accrued, while working as a casual.

B) Casual Employee

Seniority for a casual employee is defined as the total number of straight time hours worked by the employee up to a maximum of the annual full-time equivalent hours per year. A regular employee who terminates their employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain their seniority hours accrued as a regular employee.

A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual up to a maximum of the annual full-time equivalent hours per year.

13.02 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

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

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

13.03 Employment in Excluded Positions and Within Other Bargaining Units

- a) An employee accepting a position of a continuous nature which is with the same Employer but outside of their bargaining unit, shall retain their seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- b) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate their seniority. The maximum term of any

such substitution in an excluded position shall be no greater than twenty-four (24) months in length unless otherwise agreed to with the Union.

13.04 Seniority Lists

- (a) It is agreed that a seniority list will be supplied to the Union by the Employer when requested from time to time. The Union agrees not to request such lists more frequently than once every three (3) months.
- (b) The following information will be provided on the seniority list: name, phone number, e-mail address, regular classification, seniority, and start date with the Employer.
- (c) It shall be the Employer's responsibility to maintain an address file for all employees and it shall be the employee's responsibility to notify their Employer in writing of any change of address or phone number.
- (d) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

ARTICLE 14 – PROBATIONARY PERIOD

- A) All regular employees shall be probationary during their first four hundred and eighty-seven- and one-half hour (487.5) hours of employment.. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.
- B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

15.01 Employee Termination

- A) Regular employees other than those serving a probationary period, shall give twenty eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 41.03 - Scheduling of Vacation.
- C) Provided that twenty-eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of their accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice

The Employer may waive the written notice as set forth in Article 15.01 – Employee Termination.

15.03 Notice – Penalty

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid their vacation entitlement less two percent (2%); for example; an employee entitled to 6% shall be paid 4%.

15.04 Employer Terminations

- A) The Employer shall notify the Union of all employee terminations for cause within ten (10) calendar days of the notice of termination. (Reference Article 9.04 - Resolution of Employee Dismissal or Suspension Disputes.)
- B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 -Grievances and Article 10 - Arbitration.)

ARTICLE 16 – EMPLOYEE EVALUATION, DISCIPLINE, AND DISCHARGE

16.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and on a regular basis thereafter.

16.02 Employee Rights

- A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- B) An employee shall be entitled, upon five (5) business days written notice, access to their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

16.03 Records Removed

- A) Upon request of the employee, all records of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Records of suspensions will remain on file for a period of eighteen (18) months following the expiry of the suspension.
- B) The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

Letter of Expectation

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

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

ARTICLE 17 – VACANCY POSTINGS

17.01 Postings

The Employer shall post notice of all employee vacancies, describing the position, department, the date of commencement, shift hours, pay range, a summary of the job description and the required qualifications.

The Employer agrees to post notices at least seven (7) calendar days in advance of selection C) The Employer may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings.

When the Employer utilizes electronic job postings:

- i. A copy of each new electronic posting will be emailed to the steward or designate at the worksite and posted on Employer App or email.
- ii. The Employer will ensure that employees will have reasonable access to electronic posting information.

17.02 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 sixty (60) workdays, 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 leave of absence. Where such leave of absence is for a period in excess of six (6) calendar months, the Employer shall post a notice relative to the 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.
- C) A regular employee who is assigned to, or on their own volition, fills a temporary appointment shall return to their former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.
- D) If the vacancy or new job has a duration of sixty calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the location of the vacancy and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.

17.03 Temporary Positions

- A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- B) The Employer may create regular temporary project positions (i.e., grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- C) These positions will be posted and filled in accordance with Article 17.01 - Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to Article 17.03(A) and (B) above will have their status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. 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 fourteen (14) calendar days' notice of any change to the projected end date of the position.

17.04 Increasing or Decreasing Regular Part-Time Employee FTE Status

- A) Where an increase or decrease in hours is required, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in their existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.02 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

17.05 Posting of Successful Candidate

The name of the successful candidate shall be posted internally or electronically within seven (7) calendar days of making the appointment(s).

ARTICLE 18 – PROMOTIONS, TRANSFERS & DEMOTIONS

18.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position.

Each employee meeting the position qualifications 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.

The parties recognize the potential benefit of expediting the filling of vacancies. When an employee has applied for postings that are equivalent to their current position, the employer

may determine that no interview/assessment process shall be required, and the position shall be awarded based on Article 18.02.

Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, they shall be given, upon request, an explanation as to why their application was not accepted.

The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.05 – Posting of Successful Candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made at the employer's discretion to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

18.03 Qualifying Period

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in their 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, they shall be returned to their previously held position or equivalent.

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

18.04 Orientation and Training

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

Orientation shall include:

- A) fire and disaster plan
- B) organizational structure
- C) relevant policies and procedures
- D) physical layout of the worksite and unit
- E) duties of the position
- F) systems and tools used in the performance of duties and administration

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

18.05 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 they would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date they commence work in the new position. (Reference Article 13.03 - Employment in Excluded Positions.)

B) From Within Bargaining Unit

A regular employee promoted or transferred within the certification and returning to their formerly held position shall do so without loss of seniority or accrued benefits.

C) Other Employees Affected

Any other employee who was 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.

18.06 Temporary Assignment to a Lower Rated Position

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

18.07 Voluntary Demotion

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer.

ARTICLE 19 – LAYOFF AND RECALL

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

19.01 Displaced Employees

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.

An employee who is qualified and yet unwilling to do the work shall be laid-off.

A) Notice to the Union

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

B) Displaced Employees' Options

A meeting will be arranged between the displaced employee and their shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list (see Article 13.04), and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B) (a) or Article 19.01(B) (b) or Article 19.01 (B) (c).

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions at their worksite.

1. Vacancies

- i) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for two (2) months prior to the issuance of displacement notices.
- ii) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

2. Unfilled Vacancies

Where appropriate under Article 13.03 – Employment in Excluded Positions, displaced employees shall have access to unfilled vacancies that have been previously posted and gone unfilled. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

3. Lay-off

If a displaced employee finds there is no satisfactory position available, they may elect lay-off.

i) Access to Casual Work

A laid-off employee may have access to casual work without affecting their status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 19.03 – Benefits Continued.

C) Displacement Processes

- 1. The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.
- 2. If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee or identify alternative options for the senior employee.
- 3. An employee selecting or bumping into a position under Article 19.01(B) (a), 19.01(B) (b) or 19.01(B) (c) shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05 – Returning to Formerly Held Position. If the employee is found to be unsatisfactory in the qualifying period, they shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, they shall be laid off.
- 4. Any change in position under Article 19.01(B) (c) shall not result in a promotion unless agreed upon between the Union and the Employer.
- 5. A displaced employee filling a lower rated position under Article 19.01(B) (a), (b) or (c) shall continue to be paid at their current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

19.02 Advance Notice

- A) In the event of a reduction in the work force, regular full time or part-time employees shall be laid-off in reverse order of seniority by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive written notice of layoff or pay in lieu as follows:
- a) One (1) weeks' notice after three (3) consecutive months of employment,
 - b) Two (2) weeks' notice after twelve (12) consecutive months of employment,
 - c) Three (3) weeks' notice after three (3) consecutive years, plus one additional week for each additional year of employment to a maximum of eight (8) weeks.
 - d) Employees shall be entitled to Group Termination notice/pay pursuant to Section 64 of the Employment Standards Act.
 - i) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.
 - ii) If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period.
 - iii) Laid-off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

- B) Application
- a) service with a previous Employer shall not be included as service for the purpose of this Article;
 - b) the period of notice must be for the time scheduled to be worked and must not include accrued vacation.

19.03 Benefits Continued

- A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a six month period of time. (Reference Article 35 – Leave – General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for a six month period of time.
- C) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Extended Health Care Plan, Dental Plan, and Group Life Insurance Plan. For the balance of a six month period of time, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required

pursuant to the said plan(s).

19.04 Recall

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

Laid-off employees may decline recall to one regular position without affecting their lay-off status.

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

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

- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.

- D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01 - Postings. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.

- E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05 – Returning to Formerly Held Position. If the employee is found to be unsatisfactory in the qualifying period, they shall be returned to the recall list. Total time on the recall list shall not exceed one year.

19.05 Recall Period

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

19.06 Leaves of Absence

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

ARTICLE 20 – CHANGES AFFECTING TERMS, CONDITIONS OR SECURITY

20.01 Joint Consultation and Adjustment Plan

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Division 2 Section 54 of the *Labour Relations Code of B.C.* shall apply.

20.02 Dispute Process

Any dispute arising in relation to adjustment to technological change or an adjustment plan 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 mediation under Section 54 of the *Labour Relations Code of B.C.*

20.03 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 their current wage rate until the wage rate in the new position equals or exceeds it.

ARTICLE 21 – CREATION OF NEW POSITION / CHANGE IN CLASSIFICATION

21.01 Employer Notice

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

21.02 New or Changed Positions

In the event that the Employer introduces a new position or makes significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any. Should the Union object to the wage rate, such objection must be made in writing, within thirty (30) days of notification by the Employer. If no written objection is received by the Employer, then the wage rate shall be considered as agreed to. If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

Where new classifications are introduced into the bargaining unit, or where the Employer requires bargaining unit members to perform new responsibilities outside of the scope of their job description, the Employer shall notify the Union in advance, and the parties shall meet in good faith within ten (10) days to discuss the job responsibilities, rates of pay and implementation process.

Where the parties are unable to agree on wage rates for new classifications or acting responsibilities, this matter may then be the subject of a grievance.

21.03 Posting New Positions

The Employer reserves the right to post and hire for the position pending discussion or grievance and arbitration proceedings. Any adjustments that may be required from these proceedings will be retroactive to the date of appointment, subject to any determinations made otherwise.

ARTICLE 22 – JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by this agreement. Job descriptions should contain the job title, worksite, name of the department, classification and wage level of the job, a summary statement of the

job, a list of the duties, qualifications and the date prepared. Such job descriptions shall 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 sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

ARTICLE 23 –WORK SCHEDULES

23.01 Master Work Schedule

The Employer shall develop a master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

23.02 Determination of Work Schedules

- A) Work schedules, whenever possible, shall be determined through consensus between the Employer and employees at the local level.

- B) Consensus is a decision-making approach that seeks to secure the support of both parties for the decision at hand. The Employer may take unilateral action but only after the following six steps:
 - i) The Employer must give the employees a clear and detailed outline of what it wishes to do.
 - ii) The Employer must have good reason(s) for making the proposal in the first place, and it must express the reason(s) to the employees and be prepared to engage in dialogue with respect thereto.
 - iii) The Employer must invite a reply from the employees, and it must give the employees a reasonable opportunity to formulate a reply and to make their own proposal(s).
 - iv) The Employer must give *bona fide* consideration to any proposals which the employees might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives.
 - v) The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision.
 - vi) Where the parties have not reached consensus within ninety (90) days at the presentation of the changed work schedule, the Employer shall have the unilateral right to implement such schedule.

23.03 Posting of Work Schedules

Work schedules shall be posted and maintained for all on-duty and off-duty shifts, including statutory holidays, and post on the 15th of the month for the next month, in such a way as to provide every employee an opportunity to know their shift schedule for the following month

23.04 Requirements of Work Schedules

- A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.

- 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) Except by agreement between the Employer and the employee concerned 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 1.02 – Definitions.)

23.05 Insufficient Notice

- A) Should the Employer change the shift schedule and not give at least fourteen (14) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.
- B) If the employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires the employees to work on a scheduled day off, then such hours worked shall be paid at overtime rates. Notice of the change shall be confirmed in writing as soon as possible.

If the employer sends a regular employee home from a regularly scheduled shift or shortens the shift, the employee will be paid for all the hours previously scheduled.

23.06 Voluntary Shift Exchange

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

- A) prior approval of exchange is given by the employee's supervisor or designate. Such approval shall not be unreasonably withheld; 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, and
- C) Regular employees may exchange shifts with casual employees who have scheduled shifts; and
- D) Wherever possible, employees will give forty-eight (48) hours notice of shift exchange to the supervisor or designate.
- E) The exchange should occur within two (2) pay periods.

23.07 Leave of Absence Refused

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and/or in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

(Article 32 – Leave – Special and Bereavement, Article 33 – Leave – Court Appearance, and Article 39 – Leave – Sick, do not apply.)

23.08 Three Different Shifts Worked

- A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.

- B) On implementation of revised work schedules as outlined in 23.04(A) regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

ARTICLE 24 – HOURS OF WORK

24.01 Hours of Work

The normal daily full shift hours exclusive of meal periods shall be scheduled as seven and half (7.5) for all classifications. Where the Employer intends to introduce a normal daily full shift work schedule different than outlined above, the new work schedule, whenever possible, shall be determined by consensus between the Employer and employees at the local level (Reference Article 23.02 – Determination of Work Schedules).

The base day for benefit calculation purposes shall be the daily regular work hours scheduled.

The normal weekly hours exclusive of meal periods are:

- a) a maximum of either thirty-seven and a half (37.5) hours per week
- b) or a mutually agreed equivalent.

24.02 Consecutive Hours of Work

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

24.03 Meal Periods

1. 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 results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, Article 24.03(A) also applies to employees working overtime.

2. When an employee is designated to be available for work during a meal period and:
 - the employee is scheduled to work a seven and a half (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven and a half (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;

 - a) the employee is scheduled to work a seven and a half (7.5) or eight (8) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven and a half (7.5) or eight (8) hour shift, then the employee shall receive seven and a half (7.5) or eight (8) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;

- b) in the event an employee in (a) above is recalled to duty during their meal period the provisions of (b) apply.
- 3. Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their 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 pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- 4. The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 25 - Overtime.

24.04 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.

24.05 On-Call Time

Hours of work shall not include on-call time.

24.06 Standard/Daylight Savings Time Change

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

ARTICLE 25 - OVERTIME

25.01 Definition

Overtime means authorized services performed by an employee in excess of eight (8) hours or weekly full shift hours as set out in Article 24 - Hours of Work.

25.02 Authorization

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

25.03 Employee's Right to Decline Overtime

A) General Rights

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

B) Double Shift and Work on a Scheduled Day Off

A regular full-time employee may be requested by the Employer to work on only one (1) of their scheduled days off per week, or to work a double shift. The decision to work the scheduled day off or the double shift remains with the employee.

25.04 Application

- A) A record shall be kept of authorized overtime worked by each employee which should be paid on the next scheduled pay period.

25.05 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

- a) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
 - i. for the first four (4) hours in excess an eight hour (8) shift as defined by Article 24 - Hours of Work;
 - ii. for all hours worked in the first full shift in excess of the forty (40) weekly hours.
 - iii. for all hours worked on a regular full-time employee's scheduled day off.
- b) Overtime at the rate of double (2 times) shall be paid on the following basis:
 - i. for all hours in excess of those worked in (a)(i) above;

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

- c) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis for all overtime hours worked on a calendar paid holiday.

25.06 Insufficient Off-Duty Hours

- A) If an employee works overtime immediately following their regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off-duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for their next shift until they have received a total of eight (8) consecutive hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.
- B) The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off-duty in the aforementioned twenty-four (24) hour period.

ARTICLE 26– SCHEDULING PROCESS

A) Call-Out Method

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

1. The Employer shall initiate a call-out to all employees by classification through the Employer App or other electronic means mutually agreed upon. The Call-Out message shall include details of the shift, the role or classification to be filled, date, shift time and location.

2. Eligible Employees responding to the Call-Out shall bid on the posted shift.
 1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular parttime employees, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work: i) vacation relief; ii) sick leave relief; iii) education relief; iv) maternity leave relief; v) compassionate leave relief; vi) union business relief; vii) educational leave relief; viii) such other relief as is provided by the Collective Agreement. (b) In an emergency, or non-recurring short-term relief, a casual employee may be used to do work having duration of less than sixty (60) calendar days.
3. Casual employees shall be called to work in the order of their seniority.
4. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days that position shall be posted and filled.
5. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a regular vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
6. Casual employees are entitled to all benefits of the Collective Agreement except where modified by specific provisions. 6. Casual employees shall accumulate seniority as per Article 13.01 – Seniority Defined.
7. The Employer shall maintain both a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority, and a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those employees who have been qualified to work in that job classification in descending order of hours worked.
8. The manner in which casual employees will be contacted for relief work shall be as follows:
 - a. Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number and indicate their preference (text or phone) of how they wish to be contacted for relief work.
 - b. The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (d) below, the next senior casual who responds within the time limits shall be awarded the relief work.

- c. If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- d. When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone as per i, ii and iii below. Employees without text options registered, shall be called as per 8(b) above at the phone number provided. Where the Employer uses group texting it shall be done in a manner that ensures confidentiality of employee information.
 - i. Where a vacancy is known less than 2 hours in advance, the casual employees shall have 7 minutes to respond and the shift(s) or block of shifts, shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - ii. Where a vacancy is known more than 2 hours but less than 4 hours, the employees shall have 15 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - iii. Where a vacancy is known more than 4 hours, but less than 24 hours in advance, the employees shall have 45 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - iv. Where a vacancy is known more than 24 hours, but less than 72 hours in advance, the employees shall have 4 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - v. Where a vacancy is known more than 72 hours in advance, the casual employee shall have 24 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit. vi) The Employer shall ensure a process will be put in place to enable the canvassing of employees who are on shift at the time of the call out.
- e. Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up the casual employees shall be called/contacted again in order of seniority.
- f. All calls/texts as per the above shall be recorded and maintained for the purpose, which shall show the name of the employee called, the time the vacancy was known, the time that the contact was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone/text or if a message was left, and the signature/contact information of the person who made the call/contact. All text messages shall also be retained/recorded as part of the call records or log book. In the event of a dispute, the Union shall have reasonable access to the log book/contact information (including texts) and shall be entitled to make copies.
- g. A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
- h. All electronic communications regarding relief work shall include the following in the message:
 - i. Time of the electronic call out.

- ii. Details of relief work being offered, including date, location and shift times.
 - iii. Appropriate response time (see point (d) i, ii, iii, iv and v above).
 - iv. Number for employees to respond to.
9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
10. A) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- B) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next adjustment date.
- C) Within two (2) weeks of each adjustment date the Employer shall send to the Union a revised copy:
- a. of the master casual seniority list;
 - b. of each classification registry maintained by the Employer.
11. A) Except for regular employees who transfer to casual status, casual employees shall serve a probationary period.
- B) casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 14 of the Collective Agreement but at no time will this period be longer than the full period of one probationary period.
- C) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period. 12. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and shall have their sick leave bank frozen and only accessible if they return to regular status.
12. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and shall have their sick leave bank frozen and only accessible if they return to regular status.
13. The parties have agreed that upon return to work from receiving WorkSafeBC Benefits, casual employees receive seniority hours for their time away based on the rate of seniority hours earned in the twenty-six (26) weeks.

14. A casual employee shall provide the employer with their availability to work, in writing, for the forth coming month. This will be submitted no later of the fifteenth (15th) of the month for the next month.
15. The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available. A Casual employee may amend their availability by submitting a request to the Employer for the change but will not be added to the 'obligated' list until the start of the next month.
16. Casual employees shall not be dismissed except for just and proper cause, unless they are in their probation period and therefore would be accessed under the criteria found under Article 14 - Probationary Period. Casual employees who have not been available for three (3) consecutive months without sufficient reason, or have refused work on more than 3 occasions in a two month period of time, may have their names removed from the casual list. Declining a call out to work because the casual employee has already accepted paid work will not be consider a refusal. In the event of a grievance, the burden of proof is on the grievor to establish proof of other paid work.

Regular part-time employees may register for casual work where they the appropriate qualifications.

B) Emergency Situations

Exceptions to the above may occur to respond to emergency situations and to limit excessive overtime.

C) First Shift in a Shift Block

If a block of shifts is available and the first shift of a block falls within twenty-four (24) hours, the first shift will be called out independently of the remaining block of shifts.

D) Call-out of Shift Blocks

The Employer shall offer all shifts in a block first, and if unable to fill, then offer shifts individually, and assign the shift(s) offered based on the procedure as above in (A)(4).

E) Shift Obligation

A shift that has been offered and accepted according to this article cannot be canceled by either the employee or the employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control).

ARTICLE 27 –PREMIUMS, RESPONSIBILITY PAY

27.01 Night Shift Premium

The night shift premium shall be one dollar and ten cents (\$1.10) per hour.

27.04 Responsibility Pay

An employee designated in charge when the manager is away or unavailable shall be paid an allowance of one dollar and ten cents (\$1.10) per hour.

27.05 Working Short Premium

Staffing requirements are determined by resident care needs and staff scope and skill mix. Where there are vacancies due to short-term absences, the Employer will make all reasonable efforts to replace those vacancies.

Appropriate staffing requirements are supported through a timely, documented assessment of patient care needs by the manager and charge nurse.

In instances where the resident care needs exceed the baseline capacity of a unit, the Employer will make all reasonable efforts to call in additional staff as necessary to meet care needs.

All reasonable efforts include:

- i) Regular relief
- ii) Casual staff
- iii) Regular part-time staff
- iv) Staff on overtime
- v) Re-assign staff, where appropriate

In instances where the workload assessment process determines that staff providing direct resident care on a unit:

- i) Are working below Baseline and replacement is necessary but could not be found; or
- ii) Has identified workload and determines that additional staff is necessary but could not be found; then

The unit is deemed to be 'Working Short' and each staff member within the classification who is Working Short, as defined above, for that shift is short and shall be paid a premium of eight dollars (\$8.00) per hour for every hour that the unit is Working Short.

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 Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.
- D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the workplace.

ARTICLE 29 – HEALTH AND SAFETY

29.01 Commitment

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

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

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

29.02 Joint Health and Safety Committee

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 Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be comprised of equal representation from the Employer and the Union, 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 & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

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.

29.03 Meetings During Work

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

29.04 Medical Examinations

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

29.05 Safe Workplace

- a) The Employer and employees recognize the need for a safe and healthy workplace and agree to take appropriate measures in order that risks of incidents, occupational disease, and violence are reduced and/or eliminated. The Employer will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- b) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- c) It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.
- d) The Employer will provide employees with notice as soon as possible regarding outbreaks reported by Fraser Health Authority, the Ministry of Health or Dania Home/Manor. Employees will advise the Employer when they have recently worked at a site where there is an outbreak and report their risk of exposure.

29.06 Critical Incident Support

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

29.07 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 transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence until maternity leave commences.

29.08 Provision for Immunizations

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk circumstances which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

29.09 Workload

The Employer shall ensure that an employee's workload is not unsafe. Where the absence of one or more employees may create an increase in the workload for other employees, the Employer will resolve the matter by:

- a. The supervisor will discuss duty priorities with the affected employee(s).
- b. Re-assigning work.
- c. Utilizing casual employees in accordance with the Collective Agreement.

The prioritizing of duties or the re-assignment of work shall not as a rule result in an unsafe workload for other employees. An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor.

ARTICLE 30 – RESPECT IN THE WORKPLACE

30.01 No Discrimination or Harassment

- A) The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*, which prohibits discrimination because of a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or other applicable protected grounds that may be added to the Human Rights Code.
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- C) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the workplace.

30.02 Complaint Investigations

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

In the case of a complaint of either personal or sexual harassment, the following shall apply:

An employee who witnesses or experiences harassment should complain by filing:

- i) a verbal or written complaint with the Employer for investigation, and/or
- ii) a grievance at Step 2 of the grievance procedure, and/or
- iii) a WorkSafe BC complaint, and/or
- iv) a Human Rights complaint.

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

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

ARTICLE 31 – LEAVE – SPECIAL AND BEREAVEMENT

31.01 Special Leave

An employee may request unpaid special leave days in the applications as outlined in b) below. The employer will consider requests based on operational requirements, and if declined, provide the employee with an explanation of the denial.

Personal leave shall be granted as follows:

- i. marriage leave – five (5) days;
- ii. parental leave – five (5) days;
- iii. to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
- iv. to assist an immediate family member who has a serious or potentially life-threatening illness with obtaining health education related to the serious or potentially life-threatening illness up to one (1) working day per calendar year;
- v. leave of one (1) day may be added to five (5) days compassionate leave;
- vi. leave of one (1) day may be taken for travel associated with compassionate leave;
- vii. leave of up to three (3) days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence;
- viii. two (2) personal days per calendar year which can be taken for any reason. Such personal days are subject to operational requirements and can be attached to other leaves of absence, including vacation and paid statutory holidays.

31.02 Bereavement Leave

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

any person permanently residing in the employee's household or with whom the employee permanently resides. Bereavement leave shall be provided to an employee who has experienced a loss of pregnancy after twenty (20) weeks. Bereavement leave shall not apply when an employee is on any unpaid leave of absence. * Spouse shall include common-law and/or same-sex relationships. Every effort will be made by the Employer to grant additional bereavement leave of absence without pay if requested by the employee in writing. In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment. In addition, two (2) unpaid days for travel will be provided to the employee when travel is required.

31.03 Domestic and Sexual Violence Leave

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

31.04 Leaves under the BC Employment Standards Act

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

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

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

ARTICLE 32 – LEAVE – COURT APPEARANCE

- A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being a party to the proceedings, shall be granted a leave of absence without pay equal to the length of the court duty.
- B) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

ARTICLE 33 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS

33.01 Transfer of Function - Clinical Staff

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 clinical staff (RCA, RN, RPN, and LPN) required to perform the function.

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

33.02 In-Service Programs

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

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs or required to spend off-duty time completing this work will be paid at the applicable rate of pay.

33.03 General Education Programs

A) Employer Requested Leave

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, travel, accommodation, and meal expenses will be covered where necessary.

B) Employee Requested Leave

The Employer shall grant one (1) day's education leave of absence with pay, for each normally scheduled work day that an individual regular employee gives of their own time. The course or workshop must be approved by the Employer in advance and be relevant to the workplace.

ARTICLE 34 – LEAVE –ELECTIONS

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours for Provincial Elections and three (3) consecutive hours for Federal Elections 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 35 – LEAVE –GENERAL

35.01 Application

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer. The employee shall be responsible for all healthcare benefit premium costs in excess of twenty (20) days leave of absence without pay.

Article 39.01 (G) - Union Leave of Absence, shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

35.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave. Leave shall not be granted to take alternate employment.

35.03 Public Office

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office.

35.03 Increments

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 - Anniversary Date and Increments.)

ARTICLE 36 – MATERNITY AND PARENTAL LEAVE

36.01 Maternity and Parental Leave – Birthing Parent

a) Maternity Leave

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

b) Parental Leave

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

c) Special Circumstances

- i. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under (a) above.
 - ii. A request for special circumstances leave pursuant to Article 36.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.
 - iii. If the newborn child will be or is at least six (6) months of age at the time the child comes under the care of the employee, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
 - iv. An employee's combined entitlement to leave under sub- sections (A), (B), and (C) of Article 37.01 is limited to eighty-nine (89) weeks.
- d) Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected birth date.
- f) The Employer shall not terminate an employee or change a condition of their employment because of the employee's pregnancy or their absence for maternity reasons.

36.02 Adoptive Parents

A) Adoption Leave

Upon request, a regular employee shall be granted sixty-one (61) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

a) Benefits

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 35 - Leave – General.
- ii) For the balance of the leave taken the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or

other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

B) Parental Leave

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on seventy-eight (78) weeks from the date of taking custody, apply for up to sixty-one (61) weeks parental leave without pay. Employees are encouraged to provide four (4) weeks' notice prior to the leave date.

a) Benefits

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 35 - Leave – General.
- ii) For the balance of the leave taken the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Parental Leave – Special Circumstances

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) consecutive weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

a) Benefits

The service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) Additional Leave

Any further leave granted beyond the normal period, will be unpaid leave without benefits.

The service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

36.03 Return to Employment

- a) An employee resuming employment after a leave of absence pursuant to Article 36.01 and 36.02 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.

36.04 Casual Employees

The employer shall not terminate casual employment for the duration of this period as a result of this Article. Where casual employees are unavailable for shifts as a results of this Article, the employee shall provide the Employer with notice consistent with Article 36.04.

36.05 BCESA Compliance

The provisions of this article shall be consistent with the Employment Standards Act.

ARTICLE 37 – STATUTORY HOLIDAYS

37.01 Statutory Holiday Entitlement

Each regular employee shall be entitled to eleven (11) statutory holidays and such other holidays as may be in the future proclaimed or declared by either the Provincial or Federal Governments:

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

37.02 Payment for Paid Holidays

- A) All regular employees shall either accumulate a statutory holiday bank based on four-point-four percent (4.4%) of their regular straight-time wages in each pay period including all additional hours worked, or where they choose not to participate in the "statutory holiday bank", they shall receive four-point-four percent (4.4%) of straight-time pay on each cheque instead of a day off with pay.
- B) The statutory holiday bank will be paid out on June 30 of the following year if any statutory days remain in the bank.
- C) Casual employee entitlement shall be consistent with the *Employment Standards Act*.

37.03 Work on a Paid Holiday

- A) A regular employee required to work on the aforementioned paid holidays shall be paid at the rate of one and a half (1.5) times for all hours worked in the day (except Christmas Day), provided that Articles 25.05, 26.04, and 36.04 are not applicable. The rate of one and a half (1.5) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours fall within 0001 hours and 2400 hours on the named day. In such cases the rate of one and a half (1.5) times shall be paid for the total hours worked.
- B) Employees who are required to work on Christmas Day shall be paid at the rate of two (2) times for the regular hours worked. The rate of two (2) times 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 (2) times shall be paid for the total hours worked.

37.04 Premium Rates of Pay

- A) **Overtime**
Overtime at the rate of one and one-half (1.5) times the appropriate paid holiday rate shall be paid to an employee for all overtime hours worked on the paid holiday. (Reference Article 25.05 – Overtime Pay Calculation.)

B) Three Different Shifts Worked in Any Seven Consecutive Days

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 39.01- Paid Holiday Entitlement as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate paid holiday rate for all hours worked on the paid holiday.

C) Changes in Schedule With Insufficient Notice

Should the Employer change the work schedule without ten (10) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

37.05 Sick Leave on a Paid Holiday

Where a regular employee has been on sick leave immediately prior to the employee's scheduled paid holiday and immediately following such paid holiday, then the scheduled paid holiday shall become a day to which sick leave credits shall be applied and the day shall be rescheduled.

ARTICLE 38 – SICK LEAVE

38.01

All employees, consistent with the Employment Standards Act, shall receive 5 days of sick leave as of January 1 each year. Sick leave shall be paid at 100% of a regular day's pay; Regular full-time employees may carry over a maximum of 37.5 hours sick leave into a subsequent year; part-time employees may carryover hours prorated based on their FTE.

38.02 Proof of Sickness

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

A medical note, signed by any healthcare professional designated under the *Health Professions Act*, may only be requested for any absences greater than five (5) days for the first two leaves within a calendar year. The threshold is reduced to three (3) consecutive days within the same calendar year for subsequent leaves. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days.

38.03 Benefits Accrue

When an employee is on paid sick leave all benefits of this Agreement shall continue to accrue.

38.04 Notice Required

Employees must notify the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

38.05 Expiration of Sick Leave Credits

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence.

38.06 Leave – WorkSafe BC

A) Entitlement to Leave

An employee shall be granted WorkSafe BC leave in the event that the WorkSafe BC determines that the employee has established a wage replacement claim and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer.

B) Benefit Entitlement

When an employee is on a WorkSafe BC wage replacement claim all benefits of the Agreement will continue to accrue. 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.

C) Approval of Claim

When an employee is granted sick leave with pay and WorkSafe BC leave is subsequently approved for the same period it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

D) Continuation of Employment

Employees who qualify for WorkSafe BC coverage and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 – Seniority and Article 19 – Lay-off & Recall.

E) Emergency Appointments

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by WorkSafe BC, shall be paid for from the employee's accumulated sick leave.

38.07 Enforceable Legal Claim

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

38.08 Appointments

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

B) The employee will be required to furnish proof of need in (A) above.

38.09 Sick or Injured Prior to Vacation

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and agreed to by the Employer, or the time shall be credited for use at a later date.

38.10 Voluntary Treatment

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 35.05 – Expiration of Sick Leave Credits shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 39 – LEAVE - UNION

39.01 Union Leave of Absence

An employee on an unpaid Union leave of absence shall have their wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:

- A) A Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
- B) Either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.
- C) A member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.
- D) Selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.
- E) Selected by the Union or its members as a delegate to attend regional Bargaining Conference.
- F) Appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite.
- G) Union leave for members of the Bargaining Committee and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 35 – Leave – General.

- H) 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 they 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 the premiums for medical, dental, extended health, group life and while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

The employee shall be entitled to return to their former position with the Employer and shall be provided with an adequate period of orientation upon their 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 40 – PAID VACATION

40.01 Vacation Entitlement

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) June 30th shall be the cut-off date for the annual accrual of vacation entitlement.
- C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

0 to 5 years of regular status – 4% = 10 days

5 - 9 years of regular status – 6% = 15 days

No current employee shall have a decrease to their current vacation entitlement.

- D) Regular part-time employees are entitled to vacation leave on a pro rata basis.
- E) Regular employees with less than one (1) year's service on the July 1 cut-off date shall receive vacation on a pro rata basis.
- F) Vacation accrued from July 1 to June 30 will be taken from January 1 to December 31 of the following year.
- G) Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 40.03 – Scheduling of Vacation.

40.02 Terminating Employees

When a regular employee with more than twelve (12) months' service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article.

40.03 Scheduling of Vacation

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- C) Employees shall submit their vacation requests to their supervisor before:
 - i) Nov 1 for the period January 1 to April 30
 - ii) March 1 for the period May 1 to December 31

The employer must approve vacation requests within 30 days of the above dates

- D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- E) Vacation entitlement accrued to June 30 (inclusive) shall be taken no later than December 31st in the current year unless otherwise required by operational necessity.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the employee may elect to carry over up to seven (7) days to be used no later than June 30 in the following year.

The employee may elect to carry over up to five (5) days (pro-rated for regular part-time employees) earned vacation to the following year to be used no later than June 30 in the following year.

Unused vacation shall be paid out at straight time rates by the last pay period of February of the following year. Payout shall not include any carryover of vacation pursuant to the above.

- F) Vacations shall be scheduled in accordance with the principle of seniority. Employees failing to exercise their rights within the vacation selection time posted by the employer shall forfeit their rights in respect to choice of vacation time.
- G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits their vacation shall not receive their choice of when they wish to take the subsequent portion of their vacation until all other employees in the unit have made their first choice of vacation time.

40.04 Vacation Entitlement Earned During Vacation

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

ARTICLE 41 – HEALTH BENEFITS

41.01 Medical, Extended Health and Dental Plan

The Employer shall enroll eligible employees in the following group insurance plan(s) after completion of the probation period or except where the employee advises that they have alternate coverage:

- a) The Employer agrees to contribute seventy percent (70%) of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan.
- b) The Employer agrees to contribute seventy percent (70%) of the premium costs of the Long-Term Disability Plan for employees under the age of sixty-five (65).
- c) The Employer shall pay seventy percent (70%) of the premium cost of the Health Insurance Plan for eligible employees and their eligible dependents.
- d) The Employer shall pay seventy percent (70%) of the premium cost of the Dental Plan for eligible employees and their eligible dependents.

Please see Appendix B for a summary of health benefits.

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

41.02 Eligibility for Medical, Extended Health, and Dental Plan

- a) All regular full-time employees and part time employees with regularly scheduled hours of 20 or more per week shall be deemed eligible to receive these plans after completion of the probationary period.
- b) An employee who has not enrolled in a plan or has withdrawn may re-enroll in a plan subject to carrier approval and conditions.

41.03 Employee and Family Assistance Program

The Employer shall provide and shall pay seventy-five per cent (80%) of the premium for the Employee and Family Assistance Program for those covered by the benefit plan. The program will be a confidential, assessment/referral counselling service for employees and members of their immediate family.

41.04 Benefit Changes

The Employer may opt to change benefits providers to maintain or improve benefit coverages. If such a change occurs, the Employer will inform the employees and the Union in advance with as much notice as possible

ARTICLE 42 – WORKSAFE BC

- A) All employees shall be covered by the provisions of the Workers’ Compensation Act. (Reference Article 38 – Leave – Sick.)
- B) Opportunities for early return to work for employees on WCB are covered in Appendix A – Early Safe Return to Work.

ARTICLE 43 – EMPLOYMENT INSURANCE

43.01 Coverage

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

43.02 Rebates

Premium rebates given by the Employment Insurance Commission shall be paid directly to the employees by the Employer.

ARTICLE 44 – REGISTERED RETIREMENT SAVINGS PLAN

1. All regular employees, after one year as a regular employee, shall have the option of enrolling in the Plan. Participation in the plan is voluntary.
2. Employee contributions to the Plan through payroll deduction will be 1% of regular earnings.
3. The Employer shall match the contributions made by each employee; there will be no Employer contribution unless there is an employee contribution.
4. Employees may opt in or out of the plan on January 1 of each year by providing 30 days' written notice to the Employer.
5. The Employer will administer the plan.
6. Employees shall inform the Employer within 90 days of ratification if they wish to contribute to the RRSP.
7. The Employer will ensure that all new employees are informed of the RRSP option.

ARTICLE 45 – GENERAL PROVISIONS

45.01 Exempt and Save Harmless

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

45.02 Nurse Registration

To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions and Occupations Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective provincial regulatory body. At the Employer's request, a nurse is required to confirm their authorization to practice by presentation of their registration card, license, permit or other proof acceptable to the Employer.

ARTICLE 46 – WAGE CLASSIFICATIONS, PREVIOUS EXPERIENCE, ANNIVERSARY DATE AND INCREMENTS

46.01 Wage Classifications

The bargaining unit includes all employees for whom the Union has been certified as the bargaining agent. Currently this includes the following positions: Registered Nurse, Registered Psychiatric Nurse, Licensed Practical Nurse, Registered Care Aide, Recreation/Activity Worker.

Wages shall be paid each employee in accordance with Article 51 (Wage Schedule).

46.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to the date of ratification or date as negotiated herein.

Retroactive pay is available to employees who resigned or terminated without cause providing they leave a forwarding address for this purpose.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the ratification of this agreement.

46.03 Increments

A regular employee shall be entitled to increments based on a year's length of service subject to Articles 31 - 40 – (Leaves).

46.04 Anniversary Date and Increments

- A) Definition
Increment step means the annual gradation of wages within a classification as set out in Article 50 – Wage Schedule.

- B) All employees shall move to the increment step indicated in Article 50 – Wage Schedule based on accumulate hours worked with the Employer.

46.05 Pay Days

Employees are paid bi-weekly.

46.06 Pay Slip & Deductions

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

An Employer shall, on every pay day, provide to each employee a statement of wages of their pay period stating:

- A) in the case of an hourly paid employee, the hours worked;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;

- D) any premium, or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) the amount being received by the employee;
- G) sick leave credits used within the pay period and accumulated balance;
- H) vacation hours taken within the pay period.

The Employer shall provide the statement of wages to employees through electronic means. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

ARTICLE 48 – PROFESSIONAL RESPONSIBILITY CLAUSE

Professional Responsibility

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

1. Care concerns;
2. Safety of residents and staff; and
3. Workload.

Step One:

An employee with a concern will discuss the matter with their excluded supervisor or designate with the objective of resolving the concern. At their request, the employee may be accompanied by a steward.

Step Two:

If the matter is not resolved to their satisfaction, the employee may submit the Professional Responsibility Complaints Form (App C) to their excluded supervisor or designate and the Care Manager or designate within fourteen (14) calendar days of their discussion with their excluded supervisor or designate. The excluded supervisor or designate and the Care Manager or designate shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a steward. The Care Manager or designate shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

Step Three:

If the matter remains unresolved the employee may talk with the Union about pursuing the matter to Troubleshooter for resolution.

ARTICLE 49 – AMENDMENTS

If either the Union or the Employer wishes to propose amendments to this Agreement, the party proposing such amendments shall notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement. Nothing in this Article precludes either party from raising amendments to this Agreement during subsequent renewal negotiations.

ARTICLE 50 – DURATION OF AGREEMENT

50.01 Effective and Terminating Dates

- A) This Agreement shall be effective from December 17, 2025, and shall remain in force and be binding upon the parties until December 16, 2028 and thereafter until a new Collective Agreement has been ratified.
- B) The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.
- C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

ARTICLE 51 – WAGE SCHEDULE

Due to the presence of B.C. Provincial Government Wage Levelling the employer agrees to maintain employees' wages during Levelling at the current rates and any new negotiated rates in the following collective agreements:

- Facilities Bargaining Association-long-term care employees
- Nurses Bargaining Association-nurses

E&OE

Agreed to on the _____ day of _____ 2026

For the Union (BCNU)

For the Employer (CareCorp Dania Home)

Liz Hargreaves, BCNU Negotiator

Peter Kafka, Chief Spokesperson

Priyanka Prasad, Bargaining Committee Member

Andrew Olson, Vice-President of Operations and Human Resources

Rosita Liwaliw, Bargaining Committee Member

Dionisio Mones, Bargaining Committee Member

APPENDIX A: SUMMARY OF HEALTHCARE PLAN

- A) Regular employees whose schedule is a minimum of 20 hours per week shall be entitled to participate in the health care plans.
- B) The Employer and the employee shall share in the cost of the monthly premiums.
- C) The Employer shall pay 70% of the premiums and the employee shall pay 30% of the premiums.
- D) The Employer shall pay 80% of the premiums after a regular employee has worked in excess of 7,800 hours.
- E) Vision care of \$200 per family member every 24 months.
- F) Eye exams will increase to \$60 per person every 24 months.
- G) Employees should refer to the Employee Benefit Book for specific details. The Plan Summary Chart is not part of the Collective Agreement.

Available to regular employees, who passed their probationary period, who are regularly scheduled to work an average of 20 or more hours per week.	<p>\$50 yearly deductible for individuals, \$50 yearly deductible for families.</p> <p>Unlimited lifetime maximum on healthcare coverage.</p> <p>The Employer and the employee shall share in the cost of the monthly premiums. The Employer shall pay 70% of the premiums and the employee shall pay 30% of the premiums.</p> <p>The Employer shall pay 80% of the premiums after a regular employee has worked in excess of 7,800 hours.</p>
Life Insurance	\$50,000 reducing by 50% at age 65, ends at age 70.
AD&D insurance	An amount equal to basic life insurance, ends at age 70.
Dental Plan	<p>90% coverage for Type A Services.</p> <p>Recall Frequency one in any period of 6 months.</p> <p>90% coverage to a maximum of \$2,500 of Preventative Services.</p> <p>50% coverage for Dental Major Restorative (Type B).</p> <p>Total combined coverage of \$2500 per year.</p>
Prescription Drugs	Generic pricing; 80%.
Eye Exams	\$60 every 24 months.
Vision Care	Up to \$200 per family member every 24 months.
Hospital Care	70% of hospital care and a semi-private room.
Sick Leave	According to the provisions of Article 38.
Paramedical expenses	\$500/person/year for eligible services. Refer to plan details.

Memorandum of Agreement No.1

Re: Wage Re-Opener

The parties have not entered into wage rate negotiations due to the presence of B.C. Provincial Government Wage Levelling and will agree to re-open the collective agreement solely for the purpose of Article 50 wage negotiations if the B.C. Provincial Government terminates wage levelling. No other article of the collective agreement will be subject to the wage re-opener negotiations, unless mutually agreed to by the parties.

The Parties agree that such wage re-opener negotiations will commence within thirty (30) calendar days of any B.C. Provincial Government announcement or other formal notification that terminates B.C. Provincial Government wage levelling.

Should the Parties not reach agreement within thirty (30) days after beginning wage reopener discussions, the matters in dispute may be referred to Mediation by either party, or Interest Arbitration by mutual agreement. In such event, either party shall notify each other of such intent in writing. Should the parties be unable to agree on a mutually acceptable Mediator or Interest Arbitrator within fifteen (15) days, one will be requested at the Labour Relations Board of B.C. at the request of either party.

During wage-reopener negotiations the employer agrees to maintain employees at their current rate of pay. If the Parties do not agree to a new wage schedule by the time the wage levelling termination is implemented, wages will continue at their current rate.

Wages during Levelling will be the current rates in the following collective agreements

- Facilities Bargaining Association-long-term care employees
- Nurses Bargaining Association-nurses

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