2025-2029

COLLECTIVE AGREEMENT

BETWEEN

Fort Langley Seniors Community

AND

THE BRITISH COLUMBIA NURSES' UNION

April 1, 2025 – March 31, 2029

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS 1
1.02 ..... Definitions 1
ARTICLE 2 – PURPOSE OF AGREEMENT 1
ARTICLE 3 – EMPLOYER'S RIGHTS 2
3.01 2
3.02 2
ARTICLE 4 – UNION RECOGNITION 2
4.01 ..... Union Recognition 2
4.02 ..... Scope of Agreement 2
ARTICLE 5 – UNION SECURITY 2
5.01 ..... Security 2
5.02 ..... Union Deductions 3
ARTICLE 6 – UNION RIGHTS AND ACTIVITIES 3
6.01 ..... Individual Agreement 3
6.02 ..... Employer's Business 3
6.03 ..... Stewards 4
6.04 ..... Union Representative Visits 5
6.05 ..... Superior Benefits 5
6.06 ..... Personnel File 5
6.07 ..... Copies of the Collective Agreement 5
6.08 ..... New Employees 5
6.09 ..... List of New and Terminating Employees 5
6.10 ..... Bulletin Boards 6
ARTICLE 7 – STRIKES OR LOCK-OUTS 6
ARTICLE 8 – UNION/MANAGEMENT COMMITTEE 6
8.01 ..... Composition of Committee 6
8.02 ..... Chair 6
8.03 ..... Meetings 6
8.04 ..... Purpose of the Committee 6
8.05 ..... Scope of the Committee 6
8.06 ..... Stewards 7
ARTICLE 9 – GRIEVANCES 7
9.01 ..... Discussion of Differences 7
9.02 ..... Troubleshooter 8
9.03 ..... Union Representation 9
9.04 ..... Grievance Investigations 9

9.05 ..... Policy Grievance 9
9.06 ..... Dismissal/Suspension for Alleged Cause 9
9.07 9
ARTICLE 10 – ARBITRATION 9
10.01 ..... Authority of the Arbitration Board 9
10.02 ..... Notification 10
10.03 ..... Expenses of the Arbitration Board or Arbitrator 10
10.04 ..... Waiver of Time Limits 10
10.05 ..... Expedited Arbitration 10
ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT ... 11
11.01 ..... Restriction of Employee Status 12
11.02 ..... Regular Full-Time Employees 12
11.03 ..... Regular Part-Time Employees 12
11.04 ..... Relief Employees 12
ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS 17
12.01 ..... Definition 17
12.02 ..... Anniversary Date 17
12.03 ..... Increments 17
ARTICLE 13 – SENIORITY 17
13.01 ..... Definition 17
13.02 ..... Seniority – Maintained and Accumulated 18
13.03 ..... Employment in Excluded Positions and Within Other Bargaining Units 18
13.04 ..... Seniority Lists 18
ARTICLE 14 – PROBATIONARY PERIOD 19
ARTICLE 15 – TERMINATION OF EMPLOYMENT 19
15.01 ..... Employee Termination 19
15.02 ..... Waiver of Notice 20
15.03 ..... Notice – Penalty 20
15.04 ..... Employer Terminations 20
15.05 ..... Abandonment of Position 20
ARTICLE 16 – EMPLOYEE EVALUATION 20
16.01 ..... Evaluations 20
16.02 ..... Employee Rights 20
16.03 ..... Records Removed 21
ARTICLE 17 – VACANCY POSTINGS 21
17.01 ..... Postings 21

17.02 ..... Temporary Appointments 21
17.03 ..... Temporary Positions 21
17.04 ..... Posting of Successful Candidate 22
ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS 22
18.01 ..... First Consideration 22
18.02 ..... Filling Vacancies 22
18.03 ..... Qualifying Period 22
18.04 ..... Orientation and Training 23
18.05 ..... Returning to Formerly Held Position 23
18.06 ..... Salary on Promotion 23
18.07 ..... Increment Anniversary Date 23
18.08 ..... Temporary Assignment to a Lower Rated Position 24
18.09 ..... Voluntary Demotion 24
ARTICLE 19 – LAYOFF & RECALL 24
19.01 ..... Displaced Employees 24
19.02 ..... Advance Notice 25
19.03 ..... Benefits Continued 25
19.04 ..... Recall 26
19.05 ..... Recall Period 26
ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION 26
20.01 ..... Technological Change 26
20.02 ..... Technological Displacement 26
20.03 ..... Layoff Due to Technological Change 27
ARTICLE 21 – CHANGE OF POSITION OR CREATION OF NEW POSITION 27
ARTICLE 22 – JOB DESCRIPTIONS 27
ARTICLE 23 – WORK SCHEDULES 27
23.01 ..... Master Work Schedule 27
23.02 ..... Determination of Work Schedules 27
23.03 ..... Posting of Work Schedules 28
23.04 ..... Requirements of Work Schedules 28
23.05 ..... Insufficient Notice 28
23.06 ..... Voluntary Shift Exchange 28
ARTICLE 24 – HOURS OF WORK, MEAL PERIODS, REST PERIODS 29
24.01 ..... Hours of Work 29
24.02 ..... Meal Periods 29
24.03 ..... Rest Periods 29

24.04 ..... On-Call Time 29
24.05 ..... Standard/Daylight Savings Time Change 29
ARTICLE 25 – OVERTIME 30
25.01 ..... Definition 30
25.02 ..... Authorization 30
25.03 ..... Employee's Right to Decline Overtime 30
25.04 ..... Application 30
25.05 ..... Overtime Pay Calculation 30
ARTICLE 26 – SHIFT PREMIUM AND WEEKEND PREMIUM 31
26.01 ..... Application 31
26.02 ..... Shift Premium (Monday – Sunday) 31
26.03 ..... Weekend Premiums 31
ARTICLE 27 – ON-CALL, CALL-BACK AND CALL-IN 31
27.01 ..... On-Call 31
27.02 ..... Call-Back 32
27.03 ..... Application of Call-Back 32
27.04 ..... Call-In 32
27.05 ..... Insufficient Off-Duty Hours 32
ARTICLE 28 – NON-DESCRIMINATION AND RESPECTFUL WORKPLACE 33
28.01 33
28.02 ..... Harassment 33
28.03 ..... Harassment Complaint Procedures 35
28.04 ..... Respectful Conduct in the Workplace 35
ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM 36
29.01 ..... Joint Occupational Health and Safety Committee 36
29.02 ..... Medical Examinations 37
29.03 ..... Safe Workplace 37
29.04 ..... Provision for Immunizations 37
29.05 ..... Nurse Vacancies 38
29.06 ..... Workload 38
ARTICLE 30 – LEAVE – COMPASSIONATE 38
ARTICLE 31 – LEAVE – COURT APPEARANCE 38
ARTICLE 32 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS 39
32.01 ..... Transfer of Function 39
32.02 ..... In-Service Programs 39
32.03 ..... General Education Programs 39

ARTICLE 33 – LEAVE – ELECTIONS 40
ARTICLE 34 – LEAVE – GENERAL 40
34.01 ..... Application 40
34.02 ..... Notice 40
34.03 ..... Increments 40
ARTICLE 35 – MATERNITY/PARENTAL LEAVE 40
35.01 ..... Maternity Leave 40
35.02 ..... Parental Leave (including Adoption Leave) 41
35.03 ..... Benefits 42
35.04 ..... Additional Leave 42
35.05 ..... Return to Employment 42
35.06 ..... Bridging of Service 42
ARTICLE 36 – LEAVE – PAID HOLIDAYS 42
36.01 ..... Paid Holiday Entitlement 42
36.02 ..... Payment for Paid Holidays 43
36.03 ..... Work on a Paid Holiday 43
36.04 ..... Premium Rates of Pay 43
36.05 ..... Paid Holiday Coinciding with a Rest Day 44
36.06 ..... Paid Holiday Coinciding with a Vacation 44
36.07 ..... Scheduling of Paid Holidays 44
ARTICLE 37 – LEAVE – PROFESSIONAL MEETINGS 44
ARTICLE 38 – LEAVE – PUBLIC OFFICE 44
ARTICLE 39 – LEAVE – SICK 45
39.01 ..... Accumulation 45
39.02 ..... Payment 45
39.03 ..... Proof of Sickness 45
39.04 ..... Benefits Accrue 46
39.05 ..... Notice Required 46
39.06 ..... Expiration of Sick Leave Credits 46
39.07 ..... Leave - Workers' Compensation 46
39.08 ..... Enforceable Legal Claim 47
39.09 ..... Appointments 47
39.10 ..... Six Months Service 47
39.11 ..... Sick or Injured prior to or during Vacation 47
39.12 ..... Voluntary Treatment 47
ARTICLE 40 – LEAVE – SPECIAL 47

40.01 ..... Application 47
ARTICLE 41 – LEAVE – UNION 48
ARTICLE 42 – LEAVE – VACATION 49
42.01 ..... Vacation Entitlement 49
42.02 ..... Terminating Employees 49
42.03 ..... Scheduling of Vacation 49
42.04 ..... Vacation Entitlement Earned During Vacation 50
42.05 ..... Vacation Pay Advance 50
ARTICLE 43 – BENEFIT PLANS (EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE) 50
43.01 50
43.02 ..... Extended Health Care Coverage 50
43.03 ..... Dental Coverage 51
43.04 ..... Dependents 52
43.05 ..... Group Life Insurance Plan 52
43.06 ..... Long-Term Disability Plan 52
ARTICLE 44 – WORKERS' COMPENSATION 52
ARTICLE 45 – EMPLOYMENT INSURANCE 52
45.01 ..... Coverage 52
45.02 ..... Rebates 53
ARTICLE 46 – MUNICIPAL PENSION PLAN 53
ARTICLE 47 – EXEMPT AND SAVE HARMLESS 53
ARTICLE 48 – PREVIOUS EXPERIENCE 53
48.01 ..... Regular Employees 53
48.02 ..... Casual Employees 53
ARTICLE 49 – PAYMENT OF WAGES 53
49.01 ..... Wages 53
49.02 ..... Retroactive Pay and Benefits 54
49.03 ..... Pay Days 54
49.04 ..... Statement of Wages 54
ARTICLE 50 – GENERAL CONDITIONS 55
50.01 ..... Personal Property Damage 55
50.02 ..... Nurse Registration and Annual Fees 55
ARTICLE 51 – AMENDMENTS 55
ARTICLE 52 – PROFESSIONAL RESPONSIBILITY CLAUSE 55
52.01 56
52.02 56

52.03 ..... Composition of the Committee 56
52.04 56
52.05 56
52.06 56
52.07 56
52.08 56
52.09 57
ARTICLE 53 – EFFECTIVE AND TERMINATING DATES 57
ARTICLE 54 – WAGE SCHEDULE 57
ARTICLE 55 – RESPONSIBILITY PAY 58
MEMORANDUM OF AGREEMENT #1 59
RE:..... JOB SECURITY AND CONTRACTING OUT 59

ARTICLE 1 – DEFINITIONS

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 B.C. Nurses' Bargaining 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

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 Fort Langley Seniors Community

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

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

SCHEDULED DAY OFF means any day a regular employee is not scheduled to work

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

UNION means the British Columbia Nurses' Union

UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute

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

All reference to the female gender in this agreement shall be read as applying to the male gender where the context would apply.

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.

The Union recognizes that the business in which the company is engaged is highly competitive and that the company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The Union also recognizes that it is essential to ensure a high level of resident service

and to maintain the flexibility necessary to meet resident needs without interruption or interference with work.

In the event that the present or future legislation renders null and void or materially alters any provision of this collective agreement, the following shall apply:

A) The remaining provisions shall remain in force and effect for the term of the agreement,

B) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered

C) If a mutual agreement cannot be struck as provided in (B) above, the matter shall be arbitrated.

ARTICLE 3 – EMPLOYER'S RIGHTS

3.01
The Union acknowledges that the Management and direction of employees in the Bargaining Unit is retained by the Employer, except as this Agreement otherwise specifies.

3.02
Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

ARTICLE 4 – UNION RECOGNITION

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

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

Only in an emergency situation, the Care Coordinator, Director of Care and/or Licensed Practical Nurse within her scope of practice and job description, may perform work generally assigned to bargaining unit nurses. It is not the intent of this provision that layoffs of bargaining unit members would occur.

ARTICLE 5 – UNION SECURITY

5.01 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 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.

All Employees shall join the Union and maintain membership as a condition of employment.

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 containing the names of the employees for whom the deductions were made and the amount of each deduction.

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

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

ARTICLE 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.

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

6.02 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, call-back, etc., 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.

6.03 Stewards

A) **Recognition of Stewards**

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.

B) **Notification of Change of Stewards**

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) **Duties and Responsibilities**

The duties of stewards include but are not limited to the following:

i) investigating complaints of an urgent matter, and

ii) investigating grievances, and

iii) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and

iv) supervising ballot boxes and other related functions during ratification votes, and

v) attending meetings called by management, and

vi) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and

vii) meeting with new employees as a group during the orientation program, and

viii) acting as appointees to the Union/Management Committee

D) **Conditions Governing Stewards**

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, and

ii) make every endeavour to complete their business in as short a time as possible, and

iii) advise their supervisor of their return to the work area Stewards shall not interrupt the normal operations of the worksite

6.04 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.

6.05 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.

6.06 Personnel File

A) **Employee Access**

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

B) **Union Representative or Steward Access**

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.

6.07 Copies of the Collective Agreement

Printing shall be completed as soon as possible after the signing of the Collective Agreement.

6.08 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer further agrees to provide new employees with copies of the Collective Agreement and the names of the stewards.

Stewards will be advised of the names of the new employees hired and be given an opportunity to talk to the new employees. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.09 List of New and Terminating Employees

The Employer shall provide the Union with a quarterly list of new and terminated employees specifying the status and position of each employee.

6.10 Bulletin Boards

The Employer shall provide adequate space on a bulletin board 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.

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established for each Employer covered by this Agreement. 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. Meetings shall be held no less than every (2) two months.

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 health care, safe nursing practice and Professional Responsibility issues as per Article 52. 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 who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

ARTICLE 9 – GRIEVANCES

9.01 Discussion of Differences
The Employer and the Union recognize that grievances may arise concerning:

A) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or

B) the dismissal, discipline or suspension of an employee bound by the Agreement.

The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions set forth herein.

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.

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees and Application disputes under Article 9.05.

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 or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. 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. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2
a) If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

b) Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

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

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

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 9.01(b).

A settlement of a grievance under Article 9.01 is without prejudice in any other grievance or arbitration unless the Union and the Employer agree in writing that the settlement is with Prejudice.

The foregoing grievance procedure (Article 9.01) applies to Employer filed grievances in accordance with past practice (i.e., substitute "Employer" for "Union" and vice versa in the above procedure), other than those grievances set out in Article 9.03.

9.02 Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Ken Saunders, Julie Nichols, Jessica Gregory or Rick Coleman, or a substitute agreed to by the parties, shall at the request of either party:

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

The above-named troubleshooters will be used on a rotating basis.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

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

9.03 Union Representation

No Shop Steward or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward discussions shall take place where residents are not affected.

9.04 Grievance Investigations

Where an employee has asked to be represented by the Union in relations to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

Shop Stewards shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's hours of work.

9.05 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an Article to this agreement, the dispute shall be discussed initially with the Employer, his/her designate and the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 10 of this agreement.

9.06 Dismissal/Suspension for Alleged Cause

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

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

Within a further fourteen (14) days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.01.

If this limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.07

The time limits contained in Article 9 are considered substantive and may only be extended or waived by written agreement of the parties. Any grievance which is not commenced or processed through the required stages is subject to a claim of abandonment and the parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

ARTICLE 10 – ARBITRATION

10.01 Authority of the Arbitration Board

A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator by the party with carriage of the grievance. Such an arbitrator shall

have the power to determine if any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

B) When a single arbitrator is used, the arbitrator shall issue a decision which shall be final and binding upon the parties.

C) By mutual agreement, an Arbitration Board may be substituted for a single arbitrator. Where an Arbitration Board is used, the Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.

10.02 Notification

A) The party requesting arbitration shall notify the other party of its intent to arbitrate.

i) **Single Arbitrator**
The recipient of this notice shall notify the other party of its selection for a single arbitrator. The other party shall respond within ten (10) calendar days. If the parties fail to agree upon an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

ii) **Arbitration Board**
The recipient of this notice shall, within (10) calendar days, notify the other party of its appointee to the Arbitration Board. The two appointees shall within a further ten (10) calendar days select a third person to act as Chair. If the appointees fail to agree upon a Chair, within this ten (10) calendar day period, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

10.03 Expenses of the Arbitration Board or Arbitrator

The expenses of the Chair of the Arbitration Board or single arbitrator shall be shared equally by the parties. Where nominees are used, each party shall be responsible for the expenses of its nominee.

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

A) A representative of Employer and the Union shall meet quarterly, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

B) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.

C) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

D) As the process is intended to be informal, lawyers will not be used to represent either party.

E) 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.

F) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.

G) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

H) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

I) 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.

J) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

K) The parties shall equally share the costs of the fees and expenses of the arbitrator.

L) The expedited arbitrators, who shall act as sole arbitrators, shall be Vince Ready, Judi Korbin, Margerete Jackson, Don Munroe, Chris Sullivan, and David McPhillips.

M) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.

N) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

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 (1) of the three (3) 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 less than the full hours as provided in Article 24.01 Hours of Work.

B) Benefit Entitlement for 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, LTD and group life insurance premiums, which shall be paid to RPT employees who work an average of twenty (20) hours or more per week, on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 43 – Benefits).

Regular Part-time employees who work less than twenty (20) hours per week shall have access to the Benefit Premium Refund as per Article 11.04 (G)(iv)(2).

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

11.04 Relief Employees

A) **Definition**

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis.

Regular employees may also register for extra work as long as it does not place the employee in an overtime situation.

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.

C) **Letter of Appointment**

i) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, and their 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.

ii) **Short Term Availability**
Notwithstanding the above, casual employees shall provide availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the rotation indicating shifts and days when they are not available. If the employee's availability over a three (3) month period is inconsistent with the availability specified the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

D) **Casual Register**

i) 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, and the seniority hours.

ii) 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.

iii) When offering the shifts, the Employer shall do so by a block of shifts which is defined as the days between days off.

iv) Casual employees shall notify the Employer in a format determined by the Employer, by the first day of each month, availability for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available.

When a relief employee has not accepted a shift for a period longer than 3 consecutive months, the employer shall issue a letter to the employee stating as such, and that, unless the employee provides a bone fide reason for not accepting, they may be deleted from the relief list unless they have advised the Employer in writing of their lack of availability. Relief employees shall update their availability on a regular basis and make every effort to be available for those shifts they have indicated availability for.

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

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

(1) 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 designated availability.

(2) Where Employers are seeking casual employees for work which is known more than a month in advance, the Employer may post these 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.

ii) **Telephone Call-In**

(1) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee. The Employer shall permit the telephone to ring a minimum of six (6) times.

(2) In the event of a busy signal, the casual employee will be recalled in two (2) minutes and if the telephone is still busy, the next person on the list shall be called.

(3) In the event that a pager number is called or an answering machine is in place, a message will be left relaying the date, day, and time of the call. If the message is not returned within five (5) minutes, the next person on the list will be called.

(4) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

(5) If all casual employees fail to answer or decline the offer, the Employer will call in a regular employee who has indicated availability in order of seniority and in accordance with the process outlined above.

F) **Wage Entitlement**

i) Casual employees shall be paid in accordance with the wage schedule.

ii) Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1950) worked with the Employer.

(1) A casual employee hired having less than one (1) years experience (1950 hours) shall be placed at the first step of the increment scale.

(2) A casual employee who terminates with the Employer and is employed within thirty (30) calendar days as a casual employee shall retain the increment step attained. Subsequent increments shall be granted pursuant to Article 11.04(F)(ii).

(3) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(ii)(2) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step to a maximum of the fifth (5^{th}) increment for each 1950 hours shall be granted for relevant experience, provided not more than two (2) years have elapsed since such experience was obtained.

iii) A regular employee who terminates her 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.

iv) When a casual employee applies for and receives a regular position in the facility in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 48 (Previous Experience) whichever is higher, and shall advance to the next increment on her anniversary date of employment.

G) **Benefit Entitlement**

i) **Grievance and Arbitration**

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

ii) **Vacation Pay and Paid Holidays**

Casual employees shall receive ten point sixty-three percent (10.63%) [six percent (6%) for vacation pay and four point sixty-three percent (4.63%) for paid holidays] of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

iii) **Other Benefits**

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

The provisions of Article 49 Payment of Wages, Article 54 Wage Schedule, and Article 6.05 Superior Benefits, apply to casual employees.

Health and Welfare Coverage

Benefit Entitlement

All casual employees who have completed two hundred and fifty (250) hours with the Employer may elect to enrol in the following benefit plans - medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

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

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

Benefit Premium Refund

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

(1) In order to be eligible, casuals, once enrolled in the plan, must have worked nine hundred and seventy-five (975) hours with the Employer during the yearly period October 1 to September 30.
(2) The Employer shall pay the lump sum refund by November 1 of each year.

(3) Employees failing to attain 975 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans shall not be entitled to a refund.
(4) Should a casual employee enrol in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

iv) **Benefits for Casual Employees in Temporary Appointments**

Where a job posting under Article 17.02(B) is filled by a casual employee and the casual employee occupies the position in excess of one (1) month, she will be entitled to the following benefits:

(1) access to permanent job postings;
(2) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the six percent (6%) vacation benefit is not to be paid out on every payday but accrued instead;
(3) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 39.01 and be entitled to take such accrued sick leave in accordance with Article 39.02; and
After the casual employee has filled the position for a period of one (1) month and meets the eligibility criteria, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(G)(iv) seventy-five percent (75%) of the premiums shall be paid by the Employer, twenty-five percent (25%) by the employee.

Access to these benefits shall continue:

(1) When the casual employee commences work in another temporary position with the Employer within seven (7) days from the end of the preceding temporary position.

Access to these benefits shall cease when either:

(1) The regular incumbent returns to the position; or
(2) The casual employee is no longer working in the posted 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 (1950) hours per year.

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

Casual employees, injured while on duty at Fort Langley Seniors Community, receiving Workers' Compensation 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:

i) Determine the number of hours worked in the twelve (12) month period
ii) Divide by fifty-two point two (52.2) weeks

iii) Multiply by the number of weeks on approved Workers' Compensation 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.

I) **Overtime Pay**

i) A casual employee shall be entitled to overtime pay in accordance with Article 25.05:

(1) When the hours of work in one day exceed the normal daily full shift hours as defined in Article 24.01 Hours of Work; or

ii) For any shifts worked in excess of six (6) consecutive shifts where the length of those shifts is between seven point two (7.2) and eight (8.0) hours.

J) **Probationary Period**

i) Newly hired casual employees will be probationary during the first four hundred and sixty-eight (468) hours worked.

ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Article 54 Wage Schedule Classifications.

12.02 Anniversary Date

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference Article 6.05 Superior Benefits and Article 12.03 Increments).

12.03 Increments

A regular employee shall be entitled to increments based on a year's length of service subject to Article 34 Leave – General.

ARTICLE 13 – SENIORITY

13.01 Definition

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

B) Regular part time and casual employee seniority 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 (1950) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

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 layoffs, for the first twenty (20) work days;

F) absence due to a general unpaid leave of absence, for the first twenty (20) work days;

G) absence while on a long term disability claim.

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 her bargaining unit, shall retain her 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 her seniority.

13.04 Seniority Lists

A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees. The lists shall be posted on each Union bulletin board and a copy shall be forwarded to the Head Office of the Union.

The seniority list shall contain the following information:

i) name;
ii) status (regular full-time, regular part-time, casual);
iii) wage schedule classification;
iv) start date;
v) total hours for casuals and regular part-time employees;
vi) job titles;
vii) Social Insurance Number (subject to (B) below).

B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance Number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver. Social Insurance Numbers will not be included on those lists posted at the worksite.

C) 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 full time employees shall be probationary during their first three (3) months 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.

The term "three (3) months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

All part time employees shall be probationary during their first four hundred and sixty-eight (468) hours worked.

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) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.

C) 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.

D) 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 © above and may schedule any portion of her 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.

15.03 Notice – Penalty
A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to 8% shall be paid 6%; an employee entitled to 10% shall be paid 8%; etc.

15.04 Employer Terminations
A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.05 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.)

15.05 Abandonment of Position
Any employee who fails to report to work and does not notify his/her supervisor within three (3) work days and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned her position.

ARTICLE 16 – EMPLOYEE EVALUATION

16.01 Evaluations
Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually 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 reasonable notice, access to her 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.

D) An evaluation report shall not be changed after an employee has signed it without the knowledge of the employee.

16.03 Records Removed

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

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

ARTICLE 17 – VACANCY POSTINGS

17.01 Postings

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

B) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.

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) work days, unless the Union and the Employer mutually agree to extend this time limit.

B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of one (1) calendar month, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long term appointments.

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

17.03 Temporary Positions

A) The Employer may create regular temporary positions for relief for more than one (1) incumbent for up to six (6) months duration unless the Union and Employer mutually agree to extend this limit.

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 17.03(A) and (B) above will have her 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 ten (10) calendar days notice of any change to the projected end date of the position.

17.04 Posting of Successful Candidate

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope or home email address.

ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

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 who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her 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. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies

The successful candidate will be selected in accordance with the following criteria:

A) seniority
B) qualifications
C) evaluation
D) past performance

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 her 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, she shall be returned to her previously held position.

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

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

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 she 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 she commences work in the new position. (Reference Article 13.03 Employment in Excluded Positions and Within Other Bargaining Units.)

B) **From Within Bargaining Unit**

A regular employee promoted or transferred within the certification and returning to her 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 her formerly held position under the same terms and conditions as stated in (B) above.

18.06 Salary on Promotion

A promoted employee shall receive the step in the new increment structure which shall equal the one she was previously on.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

18.07 Increment Anniversary Date

A promotion shall not change an employee's increment anniversary date. (Reference Article 12 – Anniversary Date and Increments.)

18.08 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.

18.09 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. A voluntary demotion shall not change an employee's anniversary date.

ARTICLE 19 – LAYOFF & 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. During the notice period, the Employer will work with the employee to identify a suitable alternate position within the organization.

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 his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list.

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)(ii) or Article 19.01(B)(i).

Employees on a leave of absence for any reason may be served displacement notice.

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.

i) **Vacancies**

(1) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for six (6) months prior to the issuance of displacement notices.

(2) 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.

ii) **Bumping**

(1) Displaced employees can elect to bump to a position in line with seniority (subject to ii) (2) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

(2) Displaced employees will choose a position to bump into by designating the position and the shift of choice.

iii) **Layoff**

If a displaced employee finds there is no satisfactory position available to her, she may elect lay off.

iv) **Access to Casual Work**

A laid off employee may have access to casual work without affecting her 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.

19.02 Advance Notice

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

A) **Regular Employees**

i) less than five (5) years service – twenty-eight (28) calendar days notice

or

regular pay for twenty (20) work days;

ii) minimum of five (5) years' but less than ten (10) years' service – forty (40) calendar days' notice

or

regular pay for thirty (30) work days.

B) **Application**

i) service with a previous Employer shall not be included as service for the purpose of this Article;

ii) 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 one (1) year period of time. (Reference Article 34 – 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 one (1) year period of time.

C) Probationary employees who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.

D) For the first twenty (20) work days of layoff as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

19.04 Recall

A) Should regular vacancies occur following layoff, 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 registered mail. The employee shall keep the Employer advised at all times of her current address. Laid off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

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

19.05 Recall Period

Post probationary employees who are laid off beyond a one (1) year period of time shall be deemed to be terminated. Probationary employees who are laid off beyond a three (3) month period of time shall be deemed to be terminated.

ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION

20.01 Technological Change

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

20.02 Technological Displacement

A) **Employee Notified**

Employees affected by technological change shall be notified in writing at least sixty (60) calendar days in advance of the implementation of such technological change.

B) **Union Notified**

i) The Employer shall notify the Union sixty (60) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.

ii) Any dispute arising in relation to implementation of technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute concerning the implementation of technological change still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 – Arbitration.

20.03 Layoff Due to Technological Change

When it is necessary to reduce staff due to technological change, the layoffs shall be done in accordance with the provisions of Article 19 – Layoff and Recall.

ARTICLE 21 – CHANGE OF POSITION OR CREATION OF NEW POSITION

If the Employer makes a significant change to the content of a job, or the employee feels there has been a significant change to the content of a job, or the Employer creates a new job, the Employer shall provide the Union with a job description and the wage rate established by the Employer not withstanding Article 54 – Wage Schedules; if the Union disagreed with the wage rate set by the Employer for the new or changed job, the matter may be referred to arbitration pursuant to Article 10.

ARTICLE 22 – JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, title of the immediate supervisor, wage level of the job, a summary statement of the job, a list of the duties 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.

ARTICLE 23 – WORK SCHEDULES

23.01 Master Work Schedule

Each 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

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

23.03 Posting of Work Schedules

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

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.

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 mutually agreed to by the Employer and the Employee.

E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends except by agreement between the Employer and the Union and each concerned employee. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday.

F) Except by agreement between the Employer and the Union 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

Should the Employer change the shift schedule and not give at least ten (10) 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. (Reference Article 36.04(D) Changes in Schedule with Insufficient Notice.)

23.06 Voluntary Shift Exchange

When operational requirements permit, regular employees and casual employees who have posted into a temporary assignment may exchange shifts with another regular employee or casual employee who has posted into a temporary assignment provided that prior approval is received from the department manager. A form must be completed and signed by the exchanging parties seven (7) days prior to the date of the exchange. Requests submitted less than seven (7) days prior to the exchange will be reviewed and approved at the sole discretion of the Care Director or their designate. Such requests will not be unreasonably withheld.

Employees are solely responsible for working the shift they sign for in the voluntary shift exchange agreement. The Employer shall not incur any extra costs over above those expenses which would have resulted had the shift exchange not taken place.

ARTICLE 24 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

24.01 Hours of Work

There shall be an average of thirty-seven and one half (37.5) work hours per week, exclusive of meal periods, or a mutually agreed equivalent. Employees deemed full time and working less than thirty-seven and one half (37.5) hours per week as of July 28, 2002 shall maintain their full time status and continue to receive benefits and entitlements in accordance with this agreement. Should the employee change her status to part time or casual these provisions cease.

The normal weekly full shift hours shall be an average of thirty-seven and one half (37.5) hours per week. The normal daily full shift hours shall be seven point five (7.5) hours.

The base day for benefit calculation purposes is seven point five (7.5) hours.

24.02 Meal Periods

A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period.

B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
   i) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight (8.0) hours pay at regular rates;

C) Should an employee be recalled to duty during her 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.

D) 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.

24.03 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 (1) fifteen (15) minute rest period.

24.04 On-Call Time

Hours of work shall not include on-call time.

24.05 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 the normal daily full shift hours or weekly full shift hours as set out in Article 24.01 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 the 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 her 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. Overtime will be offered on the basis of seniority and will also be offered prior to the Employer engaging an agency nurse.

25.04 Application

A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

B) The overtime earned between January 1 and December 31 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.

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 three (3) hours in excess of the normal daily full shift hours as defined by Article 24.01 Hours of Work;

ii) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 24.01 Hours of Work.

B) Overtime at the rate of double (2) time shall be paid on the following basis:

i) for all hours in excess of those worked in (A)(i) above;

ii) for all hours in excess of those worked in (A)(ii) above.

C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:

i) for all overtime hours worked on a calendar paid holiday;

ii) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

ARTICLE 26 – SHIFT PREMIUM AND WEEKEND PREMIUM

26.01 Application

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked in conjunction with the evening or night shift.

26.02 Shift Premium (Monday – Sunday)

The evening shift premium shall be eighty cents ($0.80) per hour effective date of ratification.

Effective date of ratification the night shift premium shall be two dollars ($2.00) per hour.

26.03 Weekend Premiums

Effective date of ratification, an employee shall be paid a weekend premium of one dollar and sixty-five cents ($1.65) per hour, and one dollar and eighty cents ($1.80) effective January 1, 2028 for each hour worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE 27 – ON-CALL, CALL-BACK AND CALL-IN

27.01 On-Call

Definition

On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work. On-Call will be voluntary.

Application

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

Premium

An employee on-call shall be paid premium of three twenty-five ($3.25) per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive four dollars ($4.00) per hour.

On-Call Limited
Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

Pagers
Should the Employer require an employee to have a pager, cell phone, or beeper available during her on-call period, then all such related expenses for such devices shall be the sole responsibility of the Employer. Employees who opt to use their personal cell phone will not be reimbursed by the Employer.

27.02 Call-Back

A) **Definition**
Is defined as a nurse who returns to duty at the Employer's request, after the completion of her shift.

B) **Compensation**
Employees called back to work after the completion of their shift, or called back to work on a scheduled day off, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 25.05 for each separate call-back.

C) **Call-Back on a Paid Holiday**
An employee who is called back to work on any of the paid holidays listed in Article 36 shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

D) For the purposes of this Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not scheduled to work.

27.03 Application of Call-Back

A) **Functions of Employee on Call-Back**
Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back.

B) **Employee Option: Time Off or Cash**
Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer.

27.04 Call-In
A regular part-time or casual employee reporting to work at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

27.05 Insufficient Off-Duty Hours
If an employee works overtime immediately following her 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 her next shift until she has 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.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at her scheduled time.

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 28 – NON-DESCRIMINATION AND RESPECTFUL WORKPLACE

28.01

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 practiced with respect to any employee on the basis of sexual orientation.

28.02 Harassment

A) **Sexual Harassment**

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 work place.

Sexual harassment means sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

a) touching, patting or other physical contact;
b) making of sexual gestures;
c) demands for sexual favours;
d) verbal abuse or threats;
e) unwanted sexual invitations;
f) physical assault of a sexual nature;
g) distribution or display of sexual or offensive pictures or material;
h) unwanted questions or comments of a sexual nature;
i) practical jokes of a sexual nature.

To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

B) **Psychological Harassment and Personal Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or for reason of membership or activity in the Union. Such behaviour could include, but is not limited to:

i) physical threats or intimidation;
ii) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
iii) distribution or display or offensive pictures or materials.

To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

C) **Workplace Bullying**

Workplace bullying is unacceptable and will not be tolerated in any circumstances. Workplace bullying is a behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, or residents.

Bullying for the purpose of this Article is any repeated or systematic behavior which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Bullying behaviour could include but is not limited to:

i) verbal aggression or insults; calling someone derogatory names
ii) vandalizing personal belongings
iii) sabotaging someone's work

iv) spreading malicious gossip or rumours
v) engaging in harmful or offensive initiation practices
vi) physical or verbal threats (this could also constitute "violence" or "improper activity or behaviour" under the Occupational Health and Safety Regulation)
vii) making personal attacks based on someone's private life and/or personal traits
viii) making aggressive or threatening gestures

28.03 Harassment Complaint Procedures

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

Where the employee is affected by bullying or harassment the employee may, where it is safe and reasonable and they are comfortable, let the offender know the behavior is unwanted and the behavior needs to stop.

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.
An employee who complains of harassment must first comply with the Employer's harassment policy.

The Employer's policy shall be consistent with this Article.

The Employee may have Union representation at any point of the process.
Complaints under this Article shall be treated in strict confidence by all Parties involved.

Allegations of harassment, discrimination or bullying which are found to be false, frivolous or in bad faith maybe cause for discipline, up to and including dismissal.

28.04 Respectful Conduct in the Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

The Employer is committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients conduct themselves in a civil, respectful and cooperative manner.

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and users of the health care system regarding expectations and consequences of inappropriate behaviour and violence.

A Respectful Workplace is characterized by:

A) Polite Behaviour – defined as a professional, courteous and considerate behaviour toward others;

B) Inclusion – of people with different backgrounds, cultures, strengths and opinions;

C) Safety – from disrespectful, discriminating, bullying and harassing behavior;

D) Support – Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

E) We expect people to maintain their professionalism even when passionately disagreeing.

Inclusion
Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

Support
Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

(For more information see the Employer's policies; HR – V75 workplace violence, HR II– 75 Respectful Workplace and Conflict Resolution, HR II – 25 Discrimination, Harassment and Bullying.)

ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. 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 the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

29.01 Joint Occupational 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 as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

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

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

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

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.
Such training and orientation shall take place within six (6) months of taking office.

29.02 Medical Examinations

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

29.03 Safe Workplace

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

B) When the Employer is aware that a resident has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.

C) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

29.04 Provision for Immunizations

Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

29.05 Nurse Vacancies

The Employer shall make every attempt to replace a RN/RPN with another RN/RPN. The Union recognizes that due to the nurse shortage, and only when the Employer cannot find another RN/RPN, that the Employer may utilize a LPN within her scope of practice. This shall be short term and not on going and the Employer will continue to recruit RN'S/RPN'S to limit the possibility of this occurring.

29.06 Workload

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

i) investigate the difference;
ii) define the issue in the difference; and
iii) make written recommendations to resolve the differences.

ARTICLE 30 – LEAVE – COMPASSIONATE

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

And additional two (2) consecutive workdays with pay may be granted to employees who are required to travel in order to attend the funeral.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay. (Reference Article 40 Leave – Special.)

ARTICLE 31 – 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 herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty. The approved leaves shall not exceed twenty (20) work days annually.

B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.

D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

ARTICLE 32 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS

32.01 Transfer of Function

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

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

32.02 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 will be paid at the applicable rate of pay.

32.03 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, necessary travelling and subsistence expenses. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

B) **Employee Requested Leave**

The Employer shall grant one (1) days education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted and reasonable expenses that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed three (3) days of Employer contribution per year.

C) **Leave on Day Off**

Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

ARTICLE 33 – LEAVE – ELECTIONS

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

ARTICLE 34 – LEAVE – GENERAL

34.01 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 including applicable Superannuation or pension plans, provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 41 – Leave – Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

34.02 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. Approval of requests shall not be unreasonably withheld.

34.03 Increments

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

ARTICLE 35 – MATERNITY/PARENTAL LEAVE

The leave provisions under this article shall be consistent with the *Employment Standards Act.*

35.01 Maternity Leave

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

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

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

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

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

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

An employee shall make every effort to give twenty one (21) days' notice prior to the commencement of maternity leave, and at least twenty one (21) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

35.02 Parental Leave (including Adoption Leave)

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

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

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

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

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

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 four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

The employee shall furnish proof of adoption.

35.03 Benefits

A) For the first 20 work days of such leave the employee shall be entitled to the benefits under Article 34 – Leave - General.

B) The service of an employee on maternity and/or parental leave/adoptive leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

35.04 Additional Leave

Any further leave granted beyond the allowable leave periods of Article 35.01 and 35.02 will be unpaid leave without any benefits.

35.05 Return to Employment

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

35.06 Bridging of Service

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

The following conditions shall apply:

A) The employee must have completed three (3) years of service with the Employer.

B) The resignation must indicate that the reason for termination is to raise a dependent child or children.

C) The break in service shall be for no longer than three (3) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.

D) The employee must serve a probationary period as per Article 14 – Probationary Period.

E) An Employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

ARTICLE 36 – LEAVE – PAID HOLIDAYS

36.01 Paid Holiday Entitlement

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

New Year's Day	Labour Day
B.C. Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

36.02 Payment for Paid Holidays

A) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.

B) A regular part-time employee shall receive four point sixty-three percent (4.63%) pay for the aforementioned paid holidays.

C) A casual employee receives paid holiday pay as part of pay in lieu of benefits. Reference Article 11.04(G)(ii).

36.03 Work on a Paid Holiday

A) **Regular Employee**

A regular employee required to work on a statutory holiday shall be paid at the rate of double time (2x) for the first 7.5 hours between 0001 and 2400 on the statutory holiday.

B) **Casual Employee**

A casual employee who works on a paid holiday shall be paid two (2) times her rate of pay.

36.04 Premium Rates of Pay

A) **Overtime**

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

B) **Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours pay at the appropriate rate for each separate call-back. (Reference Article 27.02 © – Call-Back on a Paid Holiday.)

C) **Three Different Shifts Worked in Any Seven Consecutive Days**

Employees will not be required to work three difference shifts in a seven (7) day period.

D) **Changes in Schedule with Insufficient Notice**

Should the Employer change the work schedule without fourteen (14) 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.

36.05 Paid Holiday Coinciding with a Rest Day

Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay.

36.06 Paid Holiday Coinciding with a Vacation

Where a paid holiday falls within a regular employee's vacation, the employee shall receive an additional day off with pay.

36.07 Scheduling of Paid Holidays

A) **Application**

Subject to operational requirements reasonably applied, paid holidays whenever possible shall be scheduled for a time which is mutually agreeable to the Employer and the employee concerned.

B) **Christmas Day or New Year's Day**

Where the worksite operates on Christmas Day and New Year's Day, a regular employee shall receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

C) **Sick Leave**

Where a regular employee has been on sick leave prior or during the employee's scheduled paid holiday and immediately following such scheduled 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 37 – LEAVE – PROFESSIONAL MEETINGS

Leave of absence without pay may be granted for professional meetings not exceeding one (1) week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave of absence.

ARTICLE 38 – LEAVE – 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. (Reference Article 34 – Leave – General.) This time limit shall not exceed five (5) years.

ARTICLE 39 – LEAVE – SICK

39.01 Accumulation

A) Regular employees are eligible to accumulate sick leave credits based on length of service.

B) Regular full-time employees shall receive one –half (0.5) working days sick leave credits for each month of service.

Effective January 1, 2027, regular full-time employees shall receive 0.58 working days sick leave credits for each month of service (7 days annually).

Effective January 1, 2028, regular full-time employees shall receive 0.665 working days sick leave credits for each month of service (8 days annually).

Regular part-time employees shall receive sick leave credits for each month of service as follows:

$$\frac{\text{Hours paid per month* (excluding overtime)}}{156.6} \times 0.5 \text{ or } (0.58) \text{ or } (0.665)$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 34 Leave – General.)

C) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days.

39.02 Payment

Regular employees shall receive their regular pay for each day of sick leave credit utilized.

39.03 Proof of Sickness

A) 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. A sick note written by any healthcare professional designated to write a note under the *Health Professions Act*, at the employee's expense, may be requested for each leave after the first two leaves of five (5) days or less in a calendar year. Should the Employer identify a sick leave pattern, the employee may be required to provide a doctor's certificate for an absence of less than three (3)-days.

Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

B) **Medical Examinations**

An employee, may be required at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the

employee's physician has advised in writing that such a procedure may have an adverse affect on the employee's health.

39.04 Benefits Accrue

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

39.05 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.

39.06 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 until they are in receipt of long-term disability benefits.

(Reference Article 34 Leave – General and Article 43 – Benefits)

39.07 Leave - Workers' Compensation

A) **Entitlement to Leave**

An employee shall be granted Workers' Compensation leave in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer.

B) **Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. For the first twenty (20) work days on claim, an employee will accrue vacation credits. Once the claim exceeds twenty (20) work days, 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 WCB leave is subsequently approved for the same period, the employee will reimburse the Employer an equivalent amount to the amount received in paid sick leave. Upon the Employer's receipt of funds from the employee, the Employer will reinstate the sick leave bank.

D) **Continuation of Employment**

Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 & Article 19.

E) **Emergency Appointments**

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

39.08 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, and the employee receives any payment of accounts of earnings as a result of such claim result, 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.

39.09 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 her normal off duty hours.

B) When an employee's doctor refers the employee to a specialist, then any necessary travel time, to a maximum of three (3) work days for the employee to visit such specialist, shall be paid for and deducted from sick leave credits.

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

39.10 Six Months Service

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six (6) months shall be returnable to the Employer.

39.11 Sick or Injured prior to or during Vacation

In the event an employee is sick or injured prior to or during her 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.

39.12 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 39.06 shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 40 – LEAVE – SPECIAL

40.01 Application

Special leave shall be paid and granted as follows:

A) paternity leave – one (1) day;

B) for illness of a spouse or child, residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care – up to two (2) days at one time.

ARTICLE 41 – LEAVE – UNION

An employee on an unpaid Union leave of absence shall have her 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 to one employee at a time for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time;

B) one (1) employee per shift to a maximum of two (2) employees 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) 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;

E) Union leave for members of the Bargaining Committee (C) 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 34;

F) 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 she 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 LTD 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 her former position with the Employer, and shall be provided with an adequate period of orientation upon her 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 42 – LEAVE – VACATION

42.01 Vacation Entitlement

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

July1 shall be the cut-off date for the annual accrual of vacation entitlement.

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 January 1, as follows:

15	work days after 1 year of continuous service	6%
15	work days after 2 years of continuous service	6%
15	work days after 3 years of continuous service	6%
15	work days after 4 years of continuous service	6%
20	work days after 5 years of continuous service	8%
20	work days after 6 years of continuous service	8%
20	work days after 7 years of continuous service	8%
20	work days after 8 years of continuous service	8%
20	work days after 9 years of continuous service	8%
25	work days after 10 years of continuous service	10%
25	work days after 11 years of continuous service	10%
25	work days after 12 years of continuous service	10%
25	work days after 13 years of continuous service	10%
30	work days after 14 years of continuous service and thereafter.	12%

42.02 Terminating Employees

A) 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.

B) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

42.03 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) The selection of vacation and the posting of the approved vacation schedule shall be completed by January 31 of the preceding calendar year in which the vacation shall be taken.

D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.

E) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

F) 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 her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time. Vacation entitlement for the current year shall be attached to the first pay stub in January in the calendar year in which the vacation shall be taken.

42.04 Vacation Entitlement Earned During Vacation

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

42.05 Vacation Pay Advance

Vacation pay to which an employee is entitled shall be made to the employee at least seven (7) calendar days before the beginning of her vacation, provided the employee gives the Employer at least fourteen (14) days written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.

ARTICLE 43 – BENEFIT PLANS (EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE)

43.01

A) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

B) Membership in the benefit plans is a condition of employment for regular employees who are not members or dependents of members of another approved medical benefit plan.

C) The benefit plans becomes effective on the first of the calendar month following date of hire.

D) All benefit plans must be consistent with the collective agreement. Plan benefits cannot be changed without consultation with the Union.

43.02 Extended Health Care Coverage

A) The Employer shall pay seventy-five percent (75%), and the employee twenty-five percent (25%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under a plan, or any other plan mutually acceptable to the Union and the Employer. The plan benefits shall also include:

a) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars ($600) per person in each four (4) year period; and
b) Vision care coverage providing three hundred and fifty dollars ($350) every twenty-four (24) months per eligible employee or eligible dependent. Charges for eye exams performed by a licensed ophthalmologist or optometrist are covered, up to a maximum of seventy-five dollars ($75) every 2 calendar years for adults. Dependent children under age 18 are covered to a maximum of seventy-five dollars ($75) per child every 2 calendar years, provided no portion of the cost is covered under your provincial health care plan;
c) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.

B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.

D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

43.03 Dental Coverage

A)

a) The Employer shall pay seventy-five percent (75%) and the employee twenty-five percent (25%) of the monthly premium for a mutually agreed dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.
b) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of $2,750 per patient with no runoffs for claims after termination of employment.

B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

C) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

D) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by another dental coverage plan.

43.04 Dependents

An eligible dependent for the purposes of Articles 44.01, 44.02 and 44.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

43.05 Group Life Insurance Plan

A) **Eligibility**

Regular full-time and regular part-time employees shall, upon completion of the three (3) month probationary period, become members of a mutually agreeable Group Life Insurance Plan as a condition of employment.

B) **Benefits**

The plan shall provide basic life insurance in the amount of fifty thousand dollars ($50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

C) **Premiums**

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.

43.06 Long-Term Disability Plan

The Employer shall provide for a Long Term Disability Benefit Plan as outlined in SSQ Policy #88024, or a plan that is mutually acceptable to the Union and the Employer. The Cost of the Plan shall be borne by the Employees.

ARTICLE 44 – WORKERS' COMPENSATION

A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Leave – Sick.)

B) Opportunities for early return to work for employees on WCB are covered in the Employer's Early Safe Return to Work Policy.

ARTICLE 45 – EMPLOYMENT INSURANCE

45.01 Coverage

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

45.02 Rebates

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

ARTICLE 46 – MUNICIPAL PENSION PLAN

A) Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment.

B) Nothwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hire decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.

C) Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules.

ARTICLE 47 – EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

A) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and

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

ARTICLE 48 – PREVIOUS EXPERIENCE

48.01 Regular Employees

Where an employee is employed for a regular position, salary recognition as follows shall be granted for nursing experience, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year of experience.

48.02 Casual Employees

When an employee is employed as a casual she shall be credited with the above calculation to a maximum of the fifth (5^{th}) increment. If a casual employee receives a regular position, that employee shall have her increment step adjusted and credited.

ARTICLE 49 – PAYMENT OF WAGES

49.01 Wages

Wages shall be paid to each employee in accordance with Article 54 – Wage Schedules.

49.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to their respective dates as provided in this Agreement.

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

49.03 Pay Days

Employees will be paid by direct deposit on a bi-weekly basis. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in her pay, the Employer must provide a manual cheque at the employee's request.

49.04 Statement of Wages

An Employer shall, on every pay day, give to each employee a separate written statement of wages of her pay period stating:

A) in the case of an hourly paid employee, the hours worked by her;

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 qualification differential, premium, isolation allowance 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) special leave hours used within the pay period;

I) vacation hours taken within the pay period.

ARTICLE 50 – GENERAL CONDITIONS

50.01 Personal Property Damage

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

50.02 Nurse Registration and Annual Fees

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

B) The Employer will reimburse all regular full-time RNs the amounts noted below for their annual nursing registration fees paid to the BC College of Nurses and Midwives (BCCNM) or its successor. If a regular full-time employee's fees are fully paid by another employer, they shall not be eligible for reimbursement. Part-time RNs will receive a prorated reimbursement amount based on the previous calendar year's worked hours.

C) If a regular full-time employee's fees are partially reimbursed by another employer, they may apply for reimbursement for the remainder portion, up to the amount noted below. The maximum reimbursement shall not exceed the full cost of the registration.

D) Reimbursement shall be as follows based on the 2026-2027 fees of $781.10 annually:

a. Over three years of regular full-time service – 20%
b. Over five years of regular full-time service – 30%

ARTICLE 51 – 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.

ARTICLE 52 – PROFESSIONAL RESPONSIBILITY CLAUSE

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

A) nursing practice conditions'

B) safety of residents and nurses

C) workload

52.01
The employee with a concern will discuss the matter with her immediate supervisor with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

52.02
If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to her immediate supervisor, the Union/Management Committee and the Director of Care.

52.03 Composition of the Committee

A) **Standing Members**
- members of the Union/Management Committee

B) **Ad Hoc Members**
- the nurse with the concern

52.04
The standing members shall alternate the chair on a six (6) month rotational basis.

52.05
Meetings of the committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.

52.06
Members of the committee shall have access to all Nursing Department policy and procedure manuals, including workload measurement manuals, as may be necessary to assist in satisfactory resolution of the employee's concerns.

52.07
If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the General Manager, the Care Director and the Union. The General Manager and/or Care Director or a designate from nursing shall meet with the employee to discuss resolution of the concern. At her request, the employee may be accompanied by a steward.

The General Manager and/or Care Director or a designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

52.08
If the concern is not resolved to the employee's satisfaction, she may make a submission to the Vice President of Operations who shall respond within seven (7) calendar days of the submission.

52.09
If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

ARTICLE 53 – EFFECTIVE AND TERMINATING DATES

A) This Agreement shall be effective from April 1, 2025 and shall remain in force and be binding upon the parties until March 31, 2029 and thereafter until a new Agreement has been ratified.

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

C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

D) All changes to this Agreement are effective from the date of ratification or fifteen (15) days after the conclusion of bargaining, whichever comes first, unless otherwise specified.

ARTICLE 54 – WAGE SCHEDULE

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 54 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.

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.

ARTICLE 55 – RESPONSIBILITY PAY

An employee designated by the Employer to be in charge of the residence for a period of three (3) hours or more for the evening, night and/or weekend day shift shall be paid an allowance of one dollar and forty cents ($1.40) per hour effective date of ratificaiton, and one dollar and fify-five ($1.55) effective January 1, 2028.

MEMORANDUM OF AGREEMENT #1

RE: JOB SECURITY AND CONTRACTING OUT

There shall be no contracting out during the life of this agreement up to and including one month prior to the expiry date. At this time, and any time thereafter the Employer may give notice if it intends to contract out. The Union and the Employer shall meet to discuss alternatives to contracting out should notice be given and make every effort to avoid it.

All provisions of the collective agreement shall be adhered to in the process.

BRITISH COLUMBIA NURSES' UNION

AND

FORT LANGLEY SENIORS COMMUNITY

Signed on behalf of the Employer	**Signed on behalf of the Union**
Peter Kafka, Chief Spokesperson	Liz Hargreaves, Labour Relations Officer/Negotiator
Becky Marlatt, Vice-President, Operations	Grace Demandar, BCNU Bargaining Committee Member
	Hannah Mentac, BCNU Bargaining Committee Member
Dated:	**Dated:**

INDEX

ABANDONMENT OF POSITION 20
ACCUMULATION 45
ADDITIONAL LEAVE 42
ADVANCE NOTICE 25
AMENDMENTS 55
ANNIVERSARY DATE 17
ANNIVERSARY DATE AND INCREMENTS 17
APPLICATION 30, 31, 40
APPLICATION OF CALL-BACK 32
APPOINTMENTS 47
ARBITRATION 9
AUTHORITY OF THE ARBITRATION BOARD 9
AUTHORIZATION 30
BENEFIT PLANS (EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE) 50
BENEFITS 42
BENEFITS ACCRUE 46
BENEFITS CONTINUED 25
BRIDGING OF SERVICE 42
BULLETIN BOARDS 6
CALL-BACK 32
CALL-IN 32
CASUAL EMPLOYEES 53
CHAIR 6
CHANGE OF POSITION OR CREATION OF NEW POSITION 27
COMPOSITION OF COMMITTEE 6
COMPOSITION OF THE COMMITTEE 56
COPIES OF THE COLLECTIVE AGREEMENT 5
COVERAGE 52
DEFINITION 17
DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT 11
DEFINITIONS 1
DENTAL COVERAGE 51
DEPENDENTS 52
DETERMINATION OF WORK SCHEDULES 27
DISCUSSION OF DIFFERENCES 7
DISMISSAL/SUSPENSION FOR ALLEGED CAUSE 9
DISPLACED EMPLOYEES 24
DISPLACED EMPLOYEES' OPTIONS 24
DOUBLE SHIFT AND WORK ON A SCHEDULED DAY OFF 30
EFFECTIVE AND TERMINATING DATES 57
EMPLOYEE EVALUATION 20
EMPLOYEE RIGHTS 20
EMPLOYEE TERMINATION 19
EMPLOYEE'S RIGHT TO DECLINE OVERTIME 30
EMPLOYER TERMINATIONS 20
EMPLOYER'S RIGHTS 2
EMPLOYER'S BUSINESS 3
EMPLOYMENT IN EXCLUDED POSITIONS AND WITHIN OTHER BARGAINING UNITS 18
EMPLOYMENT INSURANCE 52
ENFORCEABLE LEGAL CLAIM 47
EVALUATIONS 20
EXEMPT AND SAVE HARMLESS 53
EXPEDITED ARBITRATION 10
EXPENSES OF THE ARBITRATION BOARD OR ARBITRATOR 10
EXPIRATION OF SICK LEAVE CREDITS 46
EXTENDED HEALTH CARE COVERAGE 50
FILLING VACANCIES 22
FIRST CONSIDERATION 22
GENERAL CONDITIONS 55
GENERAL EDUCATION PROGRAMS 39
GRIEVANCE INVESTIGATIONS 9
GRIEVANCES 7
GROUP LIFE INSURANCE PLAN 52
HARASSMENT 33
HARASSMENT COMPLAINT PROCEDURES 35
HEALTH AND WELFARE COVERAGE 15
HOURS OF WORK 29
HOURS OF WORK, MEAL PERIODS, REST PERIODS 29
INCREMENT ANNIVERSARY DATE 23
INCREMENTS 17, 40
INDIVIDUAL AGREEMENT 3
IN-SERVICE PROGRAMS 39
INSUFFICIENT NOTICE 28
INSUFFICIENT OFF-DUTY HOURS 32
JOB DESCRIPTIONS 27
JOB SECURITY AND CONTRACTING OUT 58
JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE 36
LAYOFF & RECALL 24
LAYOFF DUE TO TECHNOLOGICAL CHANGE 27
LEAVE – COMPASSIONATE 38
LEAVE – COURT APPEARANCE 38
LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS 39
LEAVE – ELECTIONS 40
LEAVE – GENERAL 40
LEAVE – PAID HOLIDAYS 42
LEAVE – PROFESSIONAL MEETINGS 44
LEAVE – PUBLIC OFFICE 44
LEAVE – SICK 45
LEAVE – SPECIAL 47
LEAVE – UNION 48
LEAVE – VACATION 49
LEAVE - WORKERS' COMPENSATION 46
LIST OF NEW AND TERMINATING EMPLOYEES 5
LONG-TERM DISABILITY PLAN 52
MASTER WORK SCHEDULE 27

MATERNITY LEAVE 40
MATERNITY/PARENTAL LEAVE 40
MEAL PERIODS 29
MEDICAL EXAMINATIONS 37
MEETINGS 6
MEMORANDUM OF AGREEMENT #1 58
MUNICIPAL PENSION PLAN 53
NEW EMPLOYEES 5
NON-DESCRIMINATION AND RESPECTFUL WORKPLACE 33
NOTICE 40
NOTICE – PENALTY 20
NOTICE REQUIRED 46
NOTIFICATION 10
NURSE REGISTRATION AND ANNUAL FEES 55
NURSE VACANCIES 38
OCCUPATIONAL HEALTH AND SAFETY PROGRAM 36
ON-CALL 31
ON-CALL TIME 29
ON-CALL, CALL-BACK AND CALL-IN 31
ORIENTATION AND TRAINING 23
OVERTIME 30
OVERTIME PAY CALCULATION 30
PAID HOLIDAY COINCIDING WITH A REST DAY 44
PAID HOLIDAY COINCIDING WITH A VACATION 44
PAID HOLIDAY ENTITLEMENT 42
PARENTAL LEAVE (INCLUDING ADOPTION LEAVE) 41
PAY DAYS 54
PAYMENT 45
PAYMENT FOR PAID HOLIDAYS 43
PAYMENT OF WAGES 53
PERSONAL PROPERTY DAMAGE 55
PERSONNEL FILE 5
POLICY GRIEVANCE 9
POSTING OF SUCCESSFUL CANDIDATE 22
POSTING OF WORK SCHEDULES 28
POSTINGS 21
PREMIUM RATES OF PAY 43
PREVIOUS EXPERIENCE 53
PROBATIONARY PERIOD 19
PROFESSIONAL RESPONSIBILITY CLAUSE 55
PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS 22
PROOF OF SICKNESS 45
PROVISION FOR IMMUNIZATIONS 37
PURPOSE OF AGREEMENT 1
PURPOSE OF THE COMMITTEE 6
QUALIFYING PERIOD 22
REBATES 53
RECALL 26
RECALL PERIOD 26
RECORDS REMOVED 21
REGULAR EMPLOYEES 53
REGULAR FULL-TIME EMPLOYEES 12
REGULAR PART-TIME EMPLOYEES 12
RELIEF EMPLOYEES 12
REQUIREMENTS OF WORK SCHEDULES 28
RESPECTFUL CONDUCT IN THE WORKPLACE 35
RESPONSIBILITY PAY 57
REST PERIODS 29
RESTRICTION OF EMPLOYEE STATUS 12
RETROACTIVE PAY AND BENEFITS 54
RETURN TO EMPLOYMENT 42
RETURNING TO FORMERLY HELD POSITION 23
SAFE WORKPLACE 37
SALARY ON PROMOTION 23
SCHEDULING OF PAID HOLIDAYS 44
SCHEDULING OF VACATION 49
SCOPE OF AGREEMENT 2
SCOPE OF THE COMMITTEE 6
SECURITY 2
SENIORITY 17
SENIORITY – MAINTAINED AND ACCUMULATED 18
SENIORITY LISTS 18
SHIFT PREMIUM (MONDAY – SUNDAY) 31
SHIFT PREMIUM AND WEEKEND PREMIUM 31
SICK OR INJURED PRIOR TO OR DURING VACATION 47
SIX MONTHS SERVICE 47
STANDARD/DAYLIGHT SAVINGS TIME CHANGE 29
STATEMENT OF WAGES 54
STEWARDS 4, 7
STRIKES OR LOCK-OUTS 6
SUPERIOR BENEFITS 5
TECHNOLOGICAL CHANGE 26
TECHNOLOGICAL CHANGE, AUTOMATION 26
TECHNOLOGICAL DISPLACEMENT 26
TEMPORARY APPOINTMENTS 21
TEMPORARY ASSIGNMENT TO A LOWER RATED POSITION 24
TEMPORARY POSITIONS 21
TERMINATING EMPLOYEES 49
TERMINATION OF EMPLOYMENT 19
TRANSFER OF FUNCTION 39
TROUBLESHOOTER 8
UNION DEDUCTIONS 3
UNION RECOGNITION 2
UNION RECOGNITION 2
UNION REPRESENTATION 9
UNION REPRESENTATIVE VISITS 5
UNION RIGHTS AND ACTIVITIES 3
UNION SECURITY 2
UNION/MANAGEMENT COMMITTEE 6
VACANCY POSTINGS 21
VACATION ENTITLEMENT 49
VACATION ENTITLEMENT EARNED DURING VACATION 50
VACATION PAY ADVANCE 50
VOLUNTARY DEMOTION 24
VOLUNTARY SHIFT EXCHANGE 28
VOLUNTARY TREATMENT 47

WAGE SCHEDULE.....57
WAGES.....53
WAIVER OF NOTICE.....20
WAIVER OF TIME LIMITS.....10
WEEKEND PREMIUMS.....31
WORK ON A PAID HOLIDAY.....43
WORK SCHEDULES.....27
WORKERS' COMPENSATION.....52
WORKLOAD.....38