

**NANAIMO  
SENIORS  
VILLAGE**

**2019**

**2022**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**Well Being Services  
(Nanaimo Seniors Village) Ltd.**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**Term of Agreement**

**September 1, 2019 – August 31, 2022**

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## ARTICLE 1 – PREAMBLE AND DEFINITIONS

### 1.01 Preamble

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
- B) The Parties have 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.
- C) The parties to this Agreement, Employer, Union, and employees will work together to establish and maintain an orderly, harmonious, and mutually beneficial relationship.
- D) The Parties share a desire to provide quality health care, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the residents are well and effectively served.

### 1.02 Definitions

For the purpose of this Agreement:

- (1) *"Basic pay"* means the rate of pay in each wage schedule.
- (2) CALENDAR DAY means a twenty-four (24) hour period ending at midnight.
- (3) CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.
- (4) CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to BCNU.
- (5) DAY SHIFT means a shift in which the major portion occurs between 0700 and 1500 hours.
- (6) EVENING SHIFT means a shift in which the major portion occurs between 1500 and 2300 hours.
- (7) NIGHT SHIFT means a shift in which the major portion occurs between 2300 and 0700 hours.
- (8) SCHEDULED DAY OFF means any day a regular full-time employee is not scheduled to work, other than a paid holiday.
- (9) 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.
- (10) 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.
- (11) *"Spouse"* is an employee's married or common-law spouse.
- (12) *"Common-law spouse"* includes same sex and opposite sex individuals where the

employee has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes

- (13) "*Employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (14) "*Employer*" means Well Being Services (NSV) Ltd.
- (15) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (16) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (17) "*Union*" means the B.C. Nurses' Union.
- (18) UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.
- (19) WORKSITE means Nanaimo Seniors Village.
- (20) Weekend shift means 2300 Friday to 0700 Monday.
- (21) YEAR means a period from any given date in one month to the immediately preceding date twelve (12) months later.

The parties agree that portions of the Collective Agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the Agreement and the parties agree that neither party will either gain or lose any benefit contained in the Agreement as a result of this change.

### **1.03 Future Legislation**

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

- A) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- B) the Employer and the Union shall, as soon as possible, to 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 meditated/arbitrated pursuant to Article 10 - Arbitration of the Collective Agreement.

### **1.04 Conflict with Rules**

In the event that there is a conflict between the contents of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule or order.

### **1.05 Gender Neutral and Singular/Plural**

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this Agreement, it shall be construed as meaning the

singular or plural where the context permits.

## **ARTICLE 2 –PURPOSE OF AGREEMENT**

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

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

## **ARTICLE 3 –MANAGEMENT RIGHTS**

### **3.01 General Rights**

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

### **3.02 Employer Policies**

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

## **ARTICLE 4 – UNION 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 who are included within the bargaining unit for which the Union is the certified bargaining agent.

### **4.03 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.

### **4.04 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to designate stewards to act on behalf of the employees.

The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.

#### **A) Conditions Governing Stewards**

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform their 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.

**B) Duties and Responsibilities of the Steward**

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

- i) investigation of complaints of an urgent nature;
- ii) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- iii) supervision of ballot boxes and other related functions during ratification;
- iv) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- v) attending meetings called by management.
- vi) accompanying an employee at her request at a meeting called by the Employer where disciplinary action is anticipated.
- vii) acting as appointee to Union/Management committee
- viii) meeting with new employees during the orientation program.
- ix) assisting any employee whom the steward represents in preparing and presenting an issue to the Professional Responsibility Committee.

**4.05 Right to Have Steward Present**

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action or expect to lead to disciplinary action.

Where a general manager/designate intends to investigate or interview an employee that may result in disciplinary action, the General Manager/designate must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact a steward to be present at the meeting.

Where a general manager/designate intends to investigate or interview a shop steward that may result in disciplinary action, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with the General Manager/designate.

**4.06 Bulletin Board**

The Employer shall provide adequate space on a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be for the purpose of posting Union business.

**4.07 Badges and Union Insignia**

A) Employees are required to wear their name tags at all times while in Employer facilities. The Employer will provide all new employees with a name tag.

B) Union members shall also have the right to wear the following badges or pins, provided they meet the safety requirements of the workplace:

- i) A union member shall have the right to wear the recognized insignia of the Union.
- ii) the recognized pins of their respective nursing schools or college.

#### **4.08 Copies of Agreement**

The Union and the Employer desires every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall make available copies in booklet form to all its employees. The Union shall print sufficient copies of the Agreement for distribution to employees on staff.

The cost shall be shared equally. The Union will invoice the Employer.

#### **4.09 Volunteers and Bargaining Unit Work**

It is agreed that volunteers have a role to fill in the operation of a long-term care facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this Agreement, is consistent with the above.

#### **4.10 Employee Information**

- A) The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.
- B) In January of each year the Employer shall provide the Union a list of all employees in the bargaining unit, their job titles, addresses, email address provided to the Employer and their phone numbers.
- C) The information will be provided to the Union in an accessible electronic format.

### **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.

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

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

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

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement 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.

### **5.03 Contracting Out**

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

### **5.04 Acquainting New Employees**

The Employer agrees that at the time of hire, new employees should be acquainted with the fact that a collective agreement is in effect and with the conditions of employment as set out therein. A new employee shall be advised of the name and location of their steward and will be introduced to them. The Employer will provide the employee with a copy of the Collective Agreement. The Steward will be given an opportunity to orient each new employee within regular working hours, without loss of pay or benefits, for up to fifteen (15) minutes. The Steward will be provided the name and phone number of the new employee hired.

## **ARTICLE 6 – UNION RIGHTS AND ACTIVITIES**

### **6.01 Representation**

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its representatives, and similarly, the Employer shall supply the Union with the names of the General Manager or designate with whom the Union may be required to transact business.

### **6.02 Union Bargaining Committee**

A Union bargaining committee shall be elected and consist of a maximum of two (2) representatives of the bargaining unit.

Leave of absence to attend negotiation session shall be administered in accordance with Article 40 – Union Leave of Absence.

### **6.03 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 and the Employer will make every effort to accommodate such request. Such visits shall not interfere with the normal operations of the worksite.

#### **6.04 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.

#### **6.05 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.

### **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.

Any employees assigned by the Union to cover essential services as defined in the Labour Code of British Columbia shall be authorized and permitted to cross to cross a legal picket line.

### **ARTICLE 8 – UNION/MANAGEMENT COMMITTEE**

#### **8.01 Joint Labour/Management Committee**

- A) The parties agree to establish a joint committee composed of two (2) employees appointed by the Union and two (2) representatives of the Employer.
- B) The Joint Committee shall meet every month and at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. Employees shall receive straight time pay if the meeting is scheduled on a scheduled day off.
- C) An Employer representative and a Union representative shall alternate in presiding over the meetings.
- D) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

#### **8.02 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 and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

- i ) Minutes of joint committee meetings shall be transcribed by the Employer and distributed to committee members and posted on the union bulletin board.
- ii ) The Committee shall not supersede the activities of any other committee of the Union or of the Employer.
- iii ) Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled hours shall be paid at straight time rates for time spent at the meetings.

## **ARTICLE 9 – GRIEVANCES**

### **9.01 Discussion of Differences**

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

### **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01 Discussion of differences, other than for the suspension or dismissal of employees and General Grievance Policy Dispute under Article 9.06 or 9.04 – Resolution of Employee Dismissal or Suspension Disputes.

#### **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. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

#### **Step 2**

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.

Within a further fourteen (14) 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.

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.

#### **Step 3**

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is

promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given.

### **9.03 Amending Time Limits**

If the time limits in Articles 9.02, 9.04 and 9.06 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

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

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

#### **Step 1**

Within seven (7) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

#### **Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02 – Grievance Procedure.

If this time 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.

### **9.05 Deviation from Grievance Procedure**

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

### **9.06 General Grievance Policy Dispute**

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9 shall apply. A copy of the grievance shall in every case be forwarded to the Union.

### **9.07 Dispute resolution**

Failing settlement at step three (3), the grievance may be referred to Industry Troubleshooter, expedited arbitration or full arbitration within ninety (90) days after the Employer designate's decision has been received or should have been received.

### **9.08 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- 1) Investigate the difference;
- 2) Define the issue in the difference, and

- 3) 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 upon mutual agreement of the parties.

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 BC to appoint such person. Failing settlement at this step, the grievance may be referred to arbitration.

## **ARTICLE 10 – ARBITRATION**

### **10.01 Authority of the Arbitrator**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single Arbitrator who shall have the power to determine whether the matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The Arbitrator shall issue a decision which shall be final and binding upon the parties.

### **10.02 Notification**

- A) The party requesting arbitration shall notify the other party of its intent to arbitrate.
- B) If the parties fail to mutually agree upon an Arbitrator within twenty-one (21) days of the notification referred to in (A), either party may request the Minister of Labour of British Columbia to make the appointment.

### **10.03 Expenses of Arbitration**

The expenses of the arbitrator shall be shared equally by the parties.

### **10.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall make every effort to do within seven (7) days.

### **10.05 Expedited Arbitration**

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- A) Expedited arbitration dates shall be as mutually agreed to by the parties.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.
- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the

grievance. If this occurs, the cost will be borne in accordance with the Labour Relations Code.

- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All proposed settlements of expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Judy Korbin, John Hall, Joan Gordon, Chris Sullivan and Tom Hodges or as mutually agreed to by the parties.
- L) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 10 - Arbitration.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

#### **10.06 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **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 22.02 – Posting of Work Schedules)

Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

#### **11.01 Restriction of Employee Status**

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

#### **11.02 Regular Full-Time Employees**

##### **A) Definition**

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

##### **B) Benefit Entitlement**

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

##### **C) Seniority**

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

### **11.03 Regular Part-Time Employees**

#### **A) Definition**

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

#### **B) Benefit Entitlement**

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees.

#### **C) Seniority**

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

### **11.04 Casual Employees**

#### **A) Definition**

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

- (1) Sickness relief
- (2) Vacation relief
- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment (Reference Article 17.02 - Temporary Appointments)
- (5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes
- (6) Paid holiday relief
- (7) Overtime owing relief
- (8) Maternity leave relief

#### **B) Off Duty Rights**

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

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

#### **C) Letter of Appointment**

- (1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, their worksite, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, notation of any specialist qualifications held by the employee.

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

area.

(2) **General Availability**

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

(3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

(4) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.

(5) **Orientation**

The Employer will provide casual employees with orientation to the worksite.

**D) Casual Register**

- (1) A casual employee shall be registered for work as specified in the letter of appointment.
- (2) 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 seniority hours.
- (3) 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 facility.

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

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:
  - (a) has the qualifications and capabilities to perform the work being relieved; and
  - (b) has been orientated to the worksite.

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

- (2) Notwithstanding (1) above, where the Employer has received four hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy and any

remaining shifts in that block may be filled as the Employer deems most efficient.

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

- (3) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- (4) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (1) above.
- (5) **Telephone Call-In**
  - (a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C) (3) above.
  - (b) 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 in the register who meets the criteria specified in (E) (1). The Employer shall permit the telephone to ring a minimum of eight (8) times.
  - (c) 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.
  - (d) In the event that relief is requested with less than twenty-four (24) hours' notice, the date and time of the notification shall be recorded in the log book.
- (6) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local, any combination of shifts.
- (7) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E) (1) by the Employer.
- (8) Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control).

#### F) **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 (1915) hours per year.

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

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

accident, calculated as follows:

- (1) Determine the number of hours worked in the twelve (12) month period.
- (2) Divide by fifty-two point two (52.2) weeks.
- (3) Multiply by the number of weeks on approved WorkSafe BC Benefits (wage loss replacement and rehabilitation benefits).

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

**G) Probationary Period**

Newly hired casual employees will be probationary during their first three months of employment or four hundred and eighty-eight (488) hours, whichever is greater.

**H) Wage Entitlement**

- 1) Casual employees shall be paid in accordance with the wage schedule and increment steps outlined therein.
  - 2) Salary recognition may be granted for relevant nursing experience as determined by the employer.
    - a) A regular employee who terminates her employment and is re-employed by the Employer as a casual employee with in 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.
    - b) When a casual employee applies for and receives a regular position with the Employer, they shall retain the same increment step attained as a casual.
- I) A casual employee shall be entitled to overtime pay in accordance with Article 25.06 – Overtime Pay Calculation.

**J) Benefit Entitlement**

**a) Grievance and Arbitration**

Casual employees shall have access to the grievance and arbitration procedures as provided for in Article 9 (Grievances) and Article 10 (Arbitration).

**b) Vacation Pay and Paid Holidays**

Casual employees shall receive ten point six percent (10.6%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

**c) Pay in Lieu of Medical Benefits**

Casual employees shall receive six percent (6%) of their gross wages, in lieu of Health and Welfare benefits as outlined in Article 43.

**d) Other Benefits**

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

The provisions of Article 49 – Payment of Wages, Article 53 – Wage Schedule and Classifications, and Article 6.04 – Superior Benefits, apply to casual employees.

**K) Health and Welfare Coverage**

**i) Benefit Entitlement**

All casual employees who have completed one hundred and fifty nine and one-half (159.5) hours with the Employer may elect to enroll in the following benefit plans: MSP, Dental Plan, and Extended Health Plan if the employee pays the full monthly premiums in advance to the Employer.

A casual employee making such an election under this provision must enroll in each and every one of the benefits 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 casual employees who voluntarily terminate or are terminated from these plans by the Employer, will not be entitled to re-enroll.

**ii) Benefit Premium Refund**

Subject to the following conditions, casuals shall, on enrollment 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 1st to September 30th.
2. The Employer shall pay eligible employees the lump sum refund by November 1st of each year.
3. Employees failing to attain nine hundred and seventy-five (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 enroll in the plans subsequent to September 15th of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

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

Where a casual employee fills a position, posted or appointed, pursuant to Article 17.02 - Temporary Appointments and occupies the position in excess of four (4) months, she will be entitled to the following benefits:

- i) Ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 6% vacation benefit is not to be paid out on every payday but accrued instead.
- ii) Upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 39 - Sick Leave, and be entitled to take such accrued sick leave in accordance with Article 39.02- Eligibility.
- iii) Reimbursement for monthly Health and Welfare benefit premiums paid by the employee for the Health and Welfare benefits purchased in Article 43 for the period subsequent to the first thirty-one (31) days of the position. After the casual employee has filled the position for a period of four (4) months, the casual employee shall be enrolled in the Health and Welfare benefit plans outlined in Article 43 at the sole cost of the Employer.

Access to these benefits shall cease when either:

- i) The regular incumbent returns to the position, or;
- ii) The casual employee is no longer working in the posted position.

Access to these benefits shall continue if the casual employee commences work in another temporary position with the Employer within seven (7) days from the end of the preceding temporary position.

**M) Employer Approved Education Programs**

Casual employees attending Employer approved education programs paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of one hundred and sixty-two point five (162.5) hours at the employee’s regular hourly rate, must return to work for one (1) year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

**ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS**

**12.01 Definition**

Increment step means the hours based gradation of wages within a classification as set out in Article 53 – Wage Schedule and 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.

**12.03 Increments**

A regular employee shall be entitled to increments based on a year’s length of service subject to Article 36 – Leave – General.

## ARTICLE 13 – SENIORITY

### 13.01 Seniority Defined

#### A) Regular Employees

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

#### B) Casual Employees

Casual Employee Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent of (1915) hours per year.

A regular employee who terminates her employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual employee up to a maximum of the annual full-time equivalent (1915) hours per year.

#### C) Same Service Seniority Date

Where seniority is equal, seniority will be determined through a process mutually agreeable to the parties, such as by chance.

### 13.02 Seniority Lists

- A) Four times each year, the Employer will post on the Union bulletin board a seniority list covering all employees. The seniority list shall be revised and updated every three (3) months. The list shall be posted no later than fifteen (15) days following March 31, June 30, September 30 and December 31. The seniority lists shall include the name, department, and hours paid up to and including March 31, June 30, September 30 and December 31. A copy of the seniority lists shall be supplied to the Union and to the steward.

The seniority list shall contain the following information:

- i) first and last name
  - ii) job status and posted FTE (regular full-time, regular part-time, casual);
  - iii) wage schedule classification;
  - iv) seniority and start date;
  - v) seniority hours
  - 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 at no additional cost to the Employer.

### **13.03 Loss of Seniority**

An employee shall lose seniority and shall be deemed to have terminated employment when:

- i) discharged for just cause;
- ii) voluntarily terminating employment;
- iii) on layoff for more than twelve (12) months;
- iv) employment is abandoned in accordance with Article (15.01) Employment Abandoned;
- v) on layoff and fails to report when recalled for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer shall be deemed to be in compliance with this seven (7) calendar day provision.

### **13.04 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- i) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- ii) absence due to maternity and parental leave as provided for in this Agreement;
- iii) absence due to any paid leave for the period of the leave;
- iv) absence due to the conduct of Union business;
- v) absence due to lay-offs while on the recall list, for the first twenty (20) work days;
- vi) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- vii) absence while on a long-term disability claim (including the qualifying period).
- viii) For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

### **13.05 Employment in Excluded Positions**

- A) An employee accepting a position of a continuous nature which is with the same Employer but outside of 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 at Nanaimo Seniors Village shall continue to accumulate her seniority.

## **ARTICLE 14 – PROBATIONARY PERIOD**

- A) All regular employees shall be probationary during their first three (3) months of employment or four hundred and eighty-eight (488) hours worked, whichever is less. 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.

- 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 determines 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 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her person in charge within three (3) workdays, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

### **15.02 Notice of Dismissal or Suspension**

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the Head Office of the Union within seven (7) calendar days.

## **ARTICLE 16 – EMPLOYEE EVALUATION AND PERSONNEL RECORDS**

### **16.01 Evaluations**

- A) Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than every three (3) years thereafter.
- B) When 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.

### **16.02 Personnel Records**

- A) 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.
- B) The Employer further agrees that no personnel files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.
- C) Any employee who disputes any censure, reprimand, evaluation or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

### **16.03 Employee Access to Leave Records**

Employees shall have access to their own leave records for sick leave, special leave, and vacation. Upon request, these shall be provided within a reasonable period of time.

### **16.04 Union Representative or Steward Access**

The 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.

### **16.05 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 the

Agreement.

#### **16.06 Right to Grieve Other Disciplinary Action**

- A) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports and employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's file.
- B) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided that there has not been any further infraction of the same issue.

### **ARTICLE 17 – VACANCY POSTINGS**

#### **17.01 Postings**

- A) A posting shall be required for any temporary or permanent vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. Vacancies of two (2) months or less shall be filled in accordance with Article 11.04 E)- Casual Call-In.
- B) A change in the starting or stopping times, shift schedules, or scheduled days off shall not constitute a vacancy.
- C) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer. Employees who are on leave may put in a letter stating that they wish to be considered for postings that arise during their absence.
- D) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- E) A copy of the job posting will be sent to the Shop Steward.
- F) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

#### **17.02 Temporary Appointment**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. The temporary appointment shall not exceed sixty (60) days unless the Union and the Employer agree to extend this time limit.

The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of six (6) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

#### **17.03 Temporary Position**

The Employer may create regular temporary positions for vacation relief, workload, or project positions for up to six (6) months duration. These positions are not renewable after the end date of the project or need

unless the Union and the Employer agree to renew/extend the time limits. These positions will be posted and filled in accordance with Article 13.01 above and include the end date of the position. A casual employee who posts into any vacancy in Article 13.01 G) shall have her status changed to regular for the duration for 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 Eligibility to Apply for Postings**

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position while in that position.

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

#### **18.01 Selection Criteria**

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, and experience. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

When a job vacancy is filled, the name of the successful applicant shall be posted within seven (7) calendar days of the appointment.

Upon request, the unsuccessful applicant(s) will be provided an explanation, accompanied with written reason, of why they were not the successful applicant.

An unsuccessful applicant may file a grievance at Step 1 of the Grievance Procedure within seven (7) days of the explanation.

#### **18.02 Applications from Employees**

Applications from qualified employees shall be considered prior to applications from non-employees.

#### **18.03 Vacancy Posting**

If a regular employee is absent from his/her position for more than twenty-four (24) months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 17 -Vacancy Posting.

When the employee who is on claim for more than twenty-four (24) consecutive months is medically able to return to work, he/she shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

An employee granted a temporary promotion or transfer shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

#### **18.04 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of ninety (90) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to the former position, they shall be returned to the former position, and wage/salary rates, without loss of seniority. Any other employee promoted or

transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority.

### **18.05 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

Employees who are not the successful applicant for a position may request, within five (5) calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may file a grievance at Step 1 within seven (7) calendar days of receipt of the written reasons, outlined above.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

### **18.06 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:

- i) fire and disaster plan
- ii) organizational structure
- iii) relevant policies and procedures
- iv) physical layout of the worksite and unit
- v) duties of the position

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

## **ARTICLE 19 – LAY-OFF & RECALL**

### **19.01 Lay-Off**

- A) 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.
- B) The Employer shall give regular employees the following written notice of layoff, with a copy to the Union, or normal pay in lieu of notice as follows:
- C) The equivalent of one (1) week for employees after 3 months of service; two (2) weeks for employees after 12 months of service; 3 weeks for employees after 3 years of service; plus one (1) additional week for each additional year of employment to a maximum of 8 weeks' notice.
- D) The notice of layoff will identify the employee's benefits under Articles 19.03 through 19.05 inclusive, and the options available to the employee, which may include:

- a) the right to bump a junior employee provided the employee is qualified to do the job of the junior employee,
  - b) the opportunity to apply for a posted vacancy that exists at the time of layoff,
  - c) the opportunity to accept casual work as it becomes available,
  - d) full layoff with the right to recall, or
  - e) waiver of recall and voluntary termination with severance, if applicable.
- E) When notice of displacement or layoff has been issued, the laid off employee and representative of the Union and the Employer will meet to review the affected employee's available options. The affected employee's options must be exercised within ten (10) working days of receipt of written notification of layoff by written notice to the General Manager or designate.
- F) In the event an employee is working under a medically-documented accommodation arrangement and is subject to displacement or bump arising from a workforce reduction, representatives of the Union and the Employer will meet to review the employee's prevailing medical status and discuss possible work alternatives to maintain a reasonable level of accommodation for the affected employee, and/ or identify options for the senior affected employee.
- G) Employees on an approved leave of absence and who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects to make their choice on return to work the choice will be based on the available positions and seniority lists current at that time.
- H) A laid off regular employee who elects to take casual work in accordance with D) above, will be accorded first opportunity for casual work ahead of those employees on the casual roster, up to the laid off regular employee's pre-layoff FTE status. Thereafter, the affected employee will be offered casual work in accordance with the employee's seniority placement in the overall casual roster.

### **19.02 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 36 — 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 lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

### **19.03 Leave of Absence**

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

#### **19.04 Recall**

- A) Should regular vacancies occur following lay-off, those employees on lay-off shall be recalled to these positions in order of seniority *on the basis of last-off, first-on*, providing they have the capabilities and qualifications to perform the duties of the vacant position.
- B) Laid-off employees may decline recall to one regular position without affecting their lay-off status.
- C) 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.
- D) 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. An exception would be where an employee(s) required to give notice to another Employer, or where the employee can provide satisfactory reason for not reporting they shall be deemed to be in compliance with this seven (7) calendar day provision.
- E) Satisfactory reason is in the opinion of the Employer and will not be considered after thirty (30) days of the date of recall.
- F) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- G) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01-Posting. No new employee or casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- H) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18 and shall be entitled to orientation as specified in Article 18.06.-Orientation and Training. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one (1) year.

#### **19.05 Recall Period**

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

### **ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION**

#### **20.01 Technological Policy**

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 twenty-eight (28) calendar days in advance of the implementation of such technological change.

##### **B) Union Notified**

- i) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or

working conditions. The Employer and Union will meet to consult on the pending changes.

- ii) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration in accordance with Article 10 - Arbitration.

**20.03 Wages on Reassignment**

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

**20.04 Lay-Off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 19 - Lay-Off and Recall.

**20.05 Section 54 Adjustment Plan**

The Employer and the Union shall meet within twenty-one (21) days of the date of any notice pursuant to Section 54. The consultation will look at minimizing the negative affect on employees and impact to working conditions.

**20.06 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 Full-Time Employees**

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

**B) Regular Part-Time Employees**

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

$$\frac{\text{hours paid per month *(excluding overtime) x** (work days) in lieu of notice}}{(159.5 \text{ hours})}$$

\* Includes leave without pay up to twenty (20) work days. (Reference Article 36 - Leave - General.)

\*\* Entitlement as in 20.06 (A)(i), (ii) or (iii).

**C) Application**

The period of notice must be for the time scheduled to be worked and must not include accrued vacation.

**ARTICLE 21 - NOTICE OF NEW AND CHANGED POSITIONS**

**21.01 Job Descriptions**

The Employer agrees to supply the Shop Steward with the job descriptions for those classifications in the

bargaining unit.

## **21.02 New Classifications/Duties**

### **A) Notice of New Positions**

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

### **B) Notice of Changed Positions**

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

## **ARTICLE 22 – WORK SCHEDULES**

### **22.01 Master Work Schedule**

- A) The Employer shall develop a master work schedule of off-duty and on-duty days and shifts.
- B) Each regular employee shall be assigned to a line on the master work schedule which shall be made available by the Employer.
- C) Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and regular employees at the local level. Where the parties have not been able to mutually agree on a proposed work schedule(s) within thirty (30) days of the presentation of the proposed changed work schedule(s), the Employer shall have the right to implement a schedule.

### **22.02 Posting of Work Schedules**

- A) Work schedules shall be written in ink, accessible and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of four (4) weeks.
- B) Should the rotation be changed, a copy of the new rotation shall be posted as per Article 22.02 (A) for an advanced period of six (6) weeks.

### **22.03 Requirements of Work Schedules**

- A) Work schedules may take the form of either two shifts, or single shift rotations except as requested by the employee in writing and agreed to by the employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.
- B) Except by agreement between the Employer and the employee, regular employees shall not be required to work in excess of four (4) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 25-Overtime. Regular employees will not

be required to work a double 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) There shall be no split shifts
- E) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- F) Each regular employee shall be scheduled off duty an average of not less than two (2) weekends in every six (6) week period, or one (1) full weekend and two (2) half weekends off (e.g. a half weekend consists of a full Saturday or Sunday day off). For the purposes of this article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.
- G) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 - Definitions.)

## **ARTICLE 23 – SCHEDULING**

### **23.01 Scheduling**

- A) The Employer shall arrange all shift schedules and post them at least four (4) weeks in advance of the effective date.
- B) An employee reporting to work at the call of the Employer shall be paid a minimum of two (2) hours pay at her/his appropriate rate of pay if she/he does not commence work, and a minimum of four (4) hours pay at her/his appropriate rate of pay if she/he commences work.
- C) Regular employees required to attend pre-scheduled mandatory staff meetings during off-duty hours shall be paid at the appropriate overtime rates for the duration of the meeting or a minimum of two (2) hours, whichever is greater.
- D) Casual employees required to attend pre-scheduled mandatory staff meetings during off-duty hours shall be paid at straight time rates for the duration of the meeting.
- E) If shifts are scheduled so that there are not ten (10) hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are ten (10) clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

### **23.02 Change in Shift Schedule**

Where the Employer plans to implement a significant change in the shift schedule of regular employees which will affect a majority of employees in the rotation, the change may be made provided that:

- A) The change is consistent with the operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and;
- B) the Employer has inquired into and given prior due consideration to the importance placed by the

affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees; and wherever possible, reached by mutual agreement with the affected employees, and;

- C) if there is a change in rotation, that rotation will be posted for four (4) weeks in advance, except when mutually agreed between the Employer and the Union. Employees who have been directly impacted by the change in rotation shall have seven (7) days after the close of the posting to bid on a maximum of three (3) shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Article 18.01 – Selection Criteria.

### **23.03 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.

### **23.04 Voluntary Shift Exchanges**

- A) When operational requirements permit, employees may exchange shifts among themselves provided that:
  - B) Prior approval of such exchange is given by the employee's immediate supervisor; and
  - C) An employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.
  - D) In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.
  - E) Wherever possible seventy-two (72) hours' notice is given of the shift exchange. In extraordinary circumstances, the Director of Care or their designate may approve shift exchanges with less than seventy-two (72) hours' notice.
  - F) Approval of such exchanges shall not be unreasonably withheld.

### **23.05 Three Different Shifts Worked (Where operations are on a twenty-four (24) hour continuous basis)**

- A) Regular full time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
- B) On implementation of revised work schedules as outlined in 23.02 regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

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

### **24.01 Hours of Work**

Employees shall be considered to be full-time if they work a four (4) days on, two (2) days off rotation for an average of 36.68 hours per week, exclusive of meal periods. Statutory Holidays shall be identified on the rotation on one of the days off and are included in the above hours of work.

Hours of work may be increased to 37.5 hours per week upon mutual agreement between the employee and the Employer.

### **24.02 Consecutive Hours of Work**

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

### **24.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that 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) hours pay at regular rates;
  - ii. the employee is scheduled to work a seven point five (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive seven point five (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
- C) Should an employee who has not been designated to be available for work during her meal period 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.

### **24.04 Rest Periods**

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

### **24.05 On-Call Time**

Hours of work shall not include on-call time.

### **24.06 Standard/Daylight Savings Time Change**

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

#### **24.07 Continuous Operation**

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

### **ARTICLE 25 – OVERTIME**

#### **25.01 Definition of Overtime**

- A) *"Overtime"* means authorized work performed by an employee in excess of the normal daily hours of work or weekly full shift hours as outlined in Article 24.01 – Hours of Work.
- B) Overtime shall not be claimed or received for work which is less than fifteen (15) minutes. All work less than fifteen (15) minutes in excess of the hours of work outlined in Article 24.01 – Hours of Work, shall be paid at straight-time rates of pay.
- C) If overtime amounts to fifteen (15) minutes or more, it shall be paid for the total period.
- D) *"Straight-time rate"* means the hourly rate of remuneration.
- E) *"Time and one-half"* means one and one-half (1 ½) times the straight-time rate.
- F) *"Double-time"* means two (2) times the straight-time rate.

#### **25.02 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Director of Care or designate. The Nurse may authorize overtime per the Employer's policy in emergent circumstances.

#### **25.03 Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

#### **25.04 Overtime for Part-Time Employees**

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee.

#### **25.05 Overtime Compensation 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 April 1 and September 30 shall, at the employees 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 employees current rate of pay.

- C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employees current rate of pay.

#### **25.06 Overtime Pay Calculation**

A) Overtime worked shall be compensated at the following rates:

- i) Time and one-half (1 ½) for the first two (2) hours of overtime on a regularly scheduled workday;
- ii) Double time (2x) in excess of (i)

#### **B) Day of Rest Overtime for Part Time Employees**

Time and one-half (1 ½) for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off re-scheduled.

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.

#### **25.07 Call back**

Regular employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable rate.

#### **25.08 Overtime Meal Allowance**

An employee who is required to work a minimum of two and one-half hours (2 ½) overtime following his/her scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of ten dollars (\$10.00) with a receipt. The employee will also receive a break of fifteen (15) minutes paid time at the applicable overtime rate.

### **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 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**

Effective September 1st, 2017- An employee shall be paid an Evening shift premium of one dollar (\$1.00) per hour.

The current Night shift premium shall be one dollar (\$1.00) per hour.

Effective September 1st, 2017-The Night shift premium shall be one dollar and twenty five cents (\$1.25) per hour.

Effective September 1st, 2018-The Night shift premium shall be one dollar and fifty and fifty cents (\$1.50) per hour.

### **26.03 Weekend Premiums**

Effective September 1st, 2017-An employee shall be paid a Weekend premium of one dollar (\$1.00) per hour, for each hour worked between the hours of 2300 Friday and 0700 hours Monday.

Effective September 1st, 2018-An employee shall be paid a Weekend premium of one dollar and twenty-five cents (\$1.25) per hour, for each hour worked between the hours of 2300 Friday and 0700 hours Monday.

## **ARTICLE 27 - ON-CALL, TELEPHONE CALL-BACK**

### **27.01 Definitions**

- A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for telephone call-back.
- B) Telephone call-back means the period during which an employee is scheduled off-duty and is on-call and takes a telephone call without attending the worksite.

### **27.02 Application**

During the time the employee is receiving Telephone Call-Back pay, the On-Call premium shall apply.

### **27.03 On-Call**

#### **A) Premium**

An employee on-call shall be paid a premium of \$3.00 per hour.

#### **B) On-Call Limited**

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

#### **C) Pagers**

Should the Employer require an employee to have a pager or beeper available during their on-call period, then all such related expenses for such devices shall be the sole responsibility of the Employer.

### **27.04 Telephone Call-Back**

#### **A) Compensation**

Telephone call-back: A nurse who responds to a call from the worksite about a patient-related concern will be compensated at one and one half (1.5x) times the normal rate of pay for thirty (30) minutes for each call from a worksite regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes.

#### **B) Telephone Call-Back on a Paid Holiday**

A nurse receiving the On-Call premium specified in Article 27.03 – On-Call Premium on any of the paid holidays listed in Article 41 – Paid Holidays and responds to a call from the worksite about a patient-related concern will be compensated at two times (2x) the normal rate of pay for thirty (30) minutes for each call from a worksite regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes.

## **ARTICLE 28 – RESPONSIBILITY PAY**

A nurse designated in charge of the facility shall be paid an allowance of one dollar and twenty-five cents

(\$1.25) per hour.

## **ARTICLE 29 – HARASSMENT AND BULLYING**

### **29.01 Legislative, Contractual Obligations and Employer Policies**

The Parties agree that they shall be bound by all provisions of the *BC Human Rights Code*, *Worker's Compensation Act* and Associated Regulations and the terms and conditions contained in the Collective Agreement.

The Employer shall ensure that their policies are in compliance with their legislative and contractual obligations. It is the responsibility of the Employer to provide these policies and an explanation thereof to all employees.

### **29.02 Harassment and Bullying**

The Employer and Union recognize the rights of employees to work in an environment that is free from harassment and bullying. The Parties agree to foster and promote such an environment through the provision of education and training to all employees.

- a) Harassment is defined as actions which are of a Personal, Discriminatory, Psychological or Sexual (verbal or physical) nature;
- b) Bullying is defined as any repeated or systematic behaviour which harms, intimidates, offends, degrades or humiliates an employee before another employee, residents or other individuals;
- c) The Parties agree that all complaints of harassment or bullying will be thoroughly investigated.

### **29.03 Complaint Procedures**

- a) In respect of Articles 29.01 and 29.02 preceding, the Union and the Employer agree that following procedures are to be followed.
  - [i] Incidents or complaint are to be reported to the appropriate Employer official as soon as possible after their occurrence by either the complainant or a witness(es) or both.
  - [ii] Complaints under this article shall be treated in strict confidence by all parties involved.
  - [iii] Any employee involved in incidents or complaints are entitled to Union representation at any point in the process at their option.
  - [iv] At the conclusion of an investigation under this article, the Employer will confidentially advise only the Union, the complainant and the respondent of the investigation's findings and outcome.
  - [v] Any appropriate corrective and/or disciplinary action will be taken in a timely manner.
- b) Separate legal rights afforded employees under the B.C. *Labour Relations Code*, the B.C. *Human Rights Code*, and/or the *Workers Compensation Act* are not affected by the operation of Articles 29.01 to 29.06 in this collective agreement.

**29.04** An employee may request Union representation at any point in the process.

**29.05** The parties agree that all reported incidents or complaints shall be investigated thoroughly, and any

substantiated cases may be cause for discipline, up to and including termination.

**29.06** Complaints or investigations under this Article shall be conducted in strict confidence by all parties involved.

## **ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

### **30.01 Preamble**

The Employer and Union agree to the establishment of a Joint Occupational Health and Safety Committee and recognize its role in promoting a safe and healthy workplace. To assist the committee, the Employer will provide copies of the Workers' Compensation Act and Occupational Health and Safety Regulations to employees.

The parties agree that the Joint Occupational Health and Safety Committee shall govern itself in accordance with the Workers' Compensation Act and associated regulations.

The Joint Committee shall consist of equal representation, with each part appointing its representatives.

All minutes of the Joint Occupational Health and Safety Committee meetings shall record in a mutually agreeable format and circulated to committee members, Employer and Union.

The parties agree to provide training and educational opportunities to the Joint Occupational Health and Safety Committee members in accordance with the Workers' Compensation Act as a minimum.

### **30.02 Medical Examinations**

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

### **30.03 Safe Workplace**

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

When the Employer is aware that a patient/resident/client has a history of aggressive and /or violent behavior, 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 behavior. In-services and/or instruction in caring for the violent patient will be provided by the Employer.

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 patients/residents/clients, and the safe handling of materials and products. The Employer will also make readily available information, manuals, on line tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment to employees.

Nurses who are hired to work at Nanaimo Seniors Village shall be provided with job – specific orientation, including job shadowing, and/or in-service where appropriate.

#### **30.04 Critical Incident Stress Defusing**

Critical incident stress defusing shall be provided to employees who have suffered a traumatic incident at work. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the reported incident. Employees attending the debriefing session shall not suffer a loss of wage or benefits.

#### **30.05 Transfer of Pregnant Employees**

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

#### **30.06 Violence Prevention**

The parties in conjunction with the recommendations from the Joint Occupational Health and Safety Committee will review and/or establish a Violence Prevention Program. The program will include:

- (a) the development of control measures and guidelines regarding violence prevention; and
- (b) and annual report of violence prevention activities will be posted at the workplace with a copy forwarded to the Employer and the Union; and
- (c) risk assessments, developed with input from employees, will be posted at the workplace with a copy forwarded to the Employer and the Union; and
- (d) ongoing employee education and training being provided.

### **ARTICLE 31 – LEAVE – COMPASSIONATE**

#### **31.01 Compassionate Leave**

- A) In the event of the death of an immediate family member, an employee shall be entitled to compassionate leave, at his/her regular rate of pay, for three (3) days. The employee may be entitled to two (2) additional days off, without pay, to travel in conjunction with the compassionate leave day.
- B) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the compassionate leave day and any necessary travel time referred to (A), at the time of the ceremonial occasion.
- C) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, stepchild, legal ward, legal guardian, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides.
- D) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- E) 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.

## **ARTICLE 32 – LEAVE – COMPASSIONATE CARE**

### **32.01 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. The employee will be required to provide documentation to support his/her request for such leave. There will be no interruption in the accrual of seniority, or benefits provided for under Article 43 - Health and Welfare.

## **ARTICLE 33 – 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.
- 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 34 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS**

- A) 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, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- B) When an employee goes on approved education leave, upon completion of the leave he/she will return to his/her former position.
- C) An employee may request unpaid leave for the purpose of education. Such leaves shall not be extended beyond one (1) year, except in exceptional or unusual circumstances.

## **ARTICLE 35 – 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 36 – LEAVE – GENERAL**

### **36.01 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, 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 44 (Leave –Union) shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

### **36.02 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.

### **36.03 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer.

### **36.04 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave.

## **ARTICLE 37 – LEAVE – PARENTAL**

### **37.01 Maternity Leave**

A) A pregnant employee who requests leave under this article is entitled to up to seventeen (17) weeks of unpaid leave:

i) beginning

- (1) no earlier than eleven (11) weeks before the expected birth date, and
- (2) no later than the actual birth date

ii) ending

- (1) no later than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
- (2) no later than seventeen (17) weeks after the actual birth date

B) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

- C) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (A) or (B).
- D) A request for leave must:
- i) be given in writing to the employer
  - ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (C).
- E) A request for a shorter period under subsection (A)(ii)(1) must:
- i) be given in writing to the Employer at least one (1) week before the date the Employee proposes to return to work, and
  - ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

### **37.02 Parental Leave**

- A) An Employee who requests parental leave under this article is entitled to,
- i) for a birth mother who takes leave under Article 37.01 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 37.01 unless the Employer and the Employee agree otherwise
  - ii) for a birth mother who does not take leave under Article 37.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event
  - iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- B) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (A).
- C) A request for leave must,
- i) be given in writing to the Employer,
  - ii) if the request is for leave under subsection (A)(i) or (ii), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave, and

iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.

D) An Employee's combined entitlement to leave under Article 37.01 and 37.02 is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under Article 37.01(C) or 37.02(B).

### **37.03 Return from Leave**

An employee on maternity or parental leave pursuant to Articles 37.01 – Maternity Leave and 37.02 – Parental Leave, shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 19 – Layoff and Recall shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

### **37.04 Benefit Plan**

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

### **37.05 Sick Leave**

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to normal sick leave.

### **37.06 Vacation**

The employee shall retain vacation credits he/she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends his/her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

### **37.07 Seniority Rights on Reinstatement**

A) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

B) The employee shall be deemed to have resigned on the date upon which his/her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if he/she does not return to work on the date specified on the notice of return from leave.

## **ARTICLE 38 – LEAVE – PUBLIC OFFICE**

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

## **ARTICLE 39 – LEAVE – SICK**

### **39.01 Sick Days**

Regular Employees shall be compensated at seventy five percent (75%) for seven (7) days in a calendar year. This increase shall be effective date of ratification. These days shall be non-cumulative from year to year.

Regular employees shall be entitled to carry over fifty percent (50%) of their unused sick leave to the following year to be banked up to a maximum of ten (10) days at any one time.

### **39.02 Eligibility**

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

### **39.03 Benefits**

Benefits will continue to apply only for the first twenty (20) work shifts following the expiration of the sick leave credits. Employees who wish to continue coverage under Article 43 - Health and Welfare benefits, may do so provided the employee pays the full cost of the premiums.

### **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.

### **39.07 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.

### **39.08 Sick or Injured prior to Vacation**

In the event an employee is sick or injured prior to the commencement of her vacation, such employee will be granted sick leave and the vacation period so displaced shall be added to the vacation period if request by the employee and agreed to by the Employer, or the time shall be credited for use at a later date. Any vacation time taken at a later date shall be subject to 45.03 – Scheduling of Vacation

### **39.09 Voluntary Treatment**

While in voluntary attendance at a pre-approved full time treatment program for substance abuse, a regular employee shall on proof of enrollment be entitled to use accrued sick leave.

### **39.10 Enforceable Legal Claim**

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

sick leave credit for the number of days represented by such payment.

#### **ARTICLE 40 - LEAVE – UNION**

- A) 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.
- B) Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.
- C) 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.
- D) The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.
- E) To facilitate the administration of this Article when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.
  - i) The Union agrees to reimburse the Employer within twenty-eight (28) days of receipt of billing from the Employer.
- F) A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:
  - i) A Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
  - ii) Either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.
  - iii) 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.
  - iv) 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.
  - v) Union leave for members of the Bargaining Committee (iii) and Council/Board members (i) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 36 –Leave-General.
  - vi) An employee who holds the position of full-time president or Council member with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

Such unpaid 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.

## **ARTICLE 41 – PAID HOLIDAYS**

### **41.01 Paid Holidays**

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	British Columbia Day
BC Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day

### **41.02 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 the following pay for the aforementioned paid holidays:

$$\text{Days paid* per calendar year (excluding overtime)} \quad \times \quad \frac{\text{regular pay} \times \text{twelve (12)}}{261}$$

\* Includes leave without pay up to twenty (20) work days (reference Article 37 – Leave – General).

C) A casual employee receives paid holiday pay as part of pay in lieu of benefits, as outlined in Article 11.04 J) b) -Vacation Pay and Paid Holidays.

### **41.03 Premium Rates of Pay**

#### **A) Overtime**

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

#### **B) Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate statutory 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.

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

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

**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 statutory 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 statutory holiday.

**41.04 Statutory Holidays Coinciding with a Vacation**

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

**41.05 Statutory Holidays Coinciding with a Sick Leave**

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

**41.06 Christmas Day or New Year's Day**

Where the worksite operates on Christmas Day and New Year's Day, a regular employee, based on seniority, 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. Employees shall indicate their preference in writing on or before November 1<sup>st</sup> of each year. The Employer will advise employees of the day or days off no later than November 30<sup>th</sup>.

**41.07 Work on a Paid Holiday**

a) **Regular employee**

A regular employee required to work New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid at the rate of time and one-half (1.5) for the hours worked on the day, and shall receive another day off with pay as a paid holiday. The rate of time and one-half (1.5) shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall between 0001 hours and 2400 hours on the named day.

b) **Casual Employee**

A casual employee who works on a paid holiday as set forth in this Article shall be paid time and one-half her rate of pay.

**41.08 Paid Holiday Coinciding with a Day of Rest**

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

**ARTICLE 42 – VACATION**

**42.01 Entitlement**

- a) Regular employees shall be entitled to vacation leave based on length of service.
- b) July 1<sup>st</sup> shall be the cut-off date for annual vacation accrual of vacation entitlement.
- c) Regular full-time employees shall earn and be entitled to vacation leave at the applicable percentage of his or her regular wages, when the qualifying years(s) of service are attained as follows:

0 – 3 years	15 working days (6%)
More than 3 years	17 working days (6.8%)
More than 4 years	18 working days (7.2%)

More than 5 years	19 working days (7.6%)
More than 6 years	20 working days (8.0%)

- d) Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year (January 1 to December 31) for the time to be taken, then the employee shall be paid out for the time owing at December 31st in each year. Application of the foregoing shall not be governed by the provision of Article 42.03 - Scheduling of Vacation.

**42.02 Terminating Employees**

- a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- c) An employee whose employment ceases before he/she has completed five (5) working days of employment is not entitled to annual vacation pay.

**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 December 31<sup>st</sup> of the preceding calendar year or any other date mutually agreed at the local level.
- d) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- e) Vacation entitlement accrued to June 30<sup>th</sup> ( inclusive ) shall be taken prior to January 1<sup>st</sup> in the following year unless otherwise required by operational necessity.
- f) 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. When 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.
- g) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and 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 bargaining unit have made their first choice of vacation time.

**42.04 Vacation Entitlement Earned During Vacation**

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

## **ARTICLE 43 – HEALTH AND WELFARE**

1. All benefit plans must be consistent with the collective agreement and not be inferior to the existing benefit plans. Plan benefits cannot be changed without consultation with the Union.
2. A regular employee may cover persons in the Health and Welfare Benefit Plans (including MSP) as provided for in this article, other than dependents, if the plan carrier agrees and if the employee pays the full premiums through payroll deductions.
3. Regular employees must participate in the Health and Welfare benefits as a condition of employment unless prohibited by law or who are not members or dependents of members of other approved Health and Welfare Benefit Plans.
4. Enrollment in the Health and Welfare benefit plans shall be upon completion of the probationary period.

### **43.01 Medical Coverage**

Regular Employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C.. The Employer shall pay One Hundred percent (100%) of the monthly premiums.

### **43.02 Extended Health Care Coverage**

The employer shall pay One Hundred percent (100%) of the monthly premiums for the Extended Health Care Benefit Plan for regular employees and their eligible dependent (including common-law spouses) under the Plan.

The Extended Health Care Plan details are summarized in Appendix A

### **43.03 Dental Coverage**

The employer shall pay One Hundred percent (100%) of the monthly premiums for the Dental Care Benefit Plan for regular employees and their eligible dependent (including common-law spouses) under the Plan. The Dental Plan details are summarized in Appendix A

### **43.04 Dependents**

An eligible dependent for the purposes of .01, .02 and .03 of this Article 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 #2 – General of this article.

### **43.05 Long Term Disability Plan**

The Employer shall provide for a Long Term Disability Benefit Plan as outlined in SunLife Financial contract No. 56056 or a plan that is mutually acceptable to the Union and the Employer, a summary of which is set forth in Appendix "B" – Long Term Disability Insurance Plan.

The Cost of the Plan shall be shared 50/50 between the Employer and Employees (effective September 1st, 2017).

## **ARTICLE 44 – WORKERS' COMPENSATION**

### **44.01 Entitlement to Leave**

An employee shall be granted Workers' Compensation leave with pay in the event that the Workers'

Compensation Board (WorkSafe BC) 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. For the purposes of this clause, pay is defined as the employee's regular take-home wages to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

#### **44.02 Reimbursement to Employer**

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

#### **44.03 Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive wages as defined by (A) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

#### **44.04 Approval of Claim**

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

#### **44.05 Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. 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 - Seniority & Article 19 – Lay-off and Recall.

#### **44.06 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.

### **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 – EXEMPT AND SAVE HARMLESS**

The Employer shall ensure 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 47 – PREVIOUS EXPERIENCE**

### **47.01 Regular Employees**

Salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

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

B) Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

## **ARTICLE 48 – QUALIFICATION DIFFERENTIAL**

### **48.01 Baccalaureate Degree in Nursing**

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

### **48.02 Approval of Qualifications**

The employee must provide proof of qualifications. Qualifications must be from an accredited Canadian post-secondary institution or equivalent.

## **ARTICLE 49 – PAYMENT OF WAGES**

### **49.01 Wages**

Wages shall be paid to each employee in accordance with Article 43 – Wage Schedule and Classifications.

### **49.02 Pay Days**

Employees shall be paid by direct deposit.

Where an employee identifies a significant error in her pay that has been caused by Employer error, the Employer must provide a manual cheque at the employee's request within four (4) days of the request. Significant is defined as one hundred dollars (\$100) or more. Other errors shall be corrected in the following pay period.

### **49.03 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

### **49.04 Statement of Wages**

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

- a) In the case of an hourly paid employee, the hours worked;
- b) The employee's wage rate and where the rate varies, the hours worked at each rate plus an accumulated figure of hours worked;
- c) The hours worked by the employee for which payment of wages is made at the overtime wage rate,

- and the overtime wage rate;
- d) Any qualification differential, premium, or other payment to which the employee is entitled;
- e) The amount of each deduction from the earnings of the employee and the purpose of each deduction;
- f) The amount being received by the employee;
- g) Sick leave credits used within the pay period and accumulated balance;
- h) Special leave hours used within the pay period;
- i) Vacation hours taken within the pay period plus an accumulated balance ,effective 6 months from the date of ratification.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

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

Employees who are away from the worksite for two (2) or more consecutive pay periods may request in writing, and will receive a paper statement of wages mailed to their home.

## **ARTICLE 50 – GENERAL CONDITIONS**

### **50.01 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal property, clothing and needed tools of trade are damaged by a resident in the care or custody of the Employer, the Employer shall pay for the repair or replacement costs or personal-insurance deductible, provided such personal possessions are of a type suitable for use while on duty.

## **ARTICLE 51 – USE OF PERSONEL VEHICLE**

### **51.01 Use of Personal Vehicle on Employer's Business**

Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary.

During such usage, all the terms and conditions of this agreement shall apply including:

- A) An allowance of fifty cents (\$.50) per kilometer, or:
- B) Where public or private transportation facilities are not available, taxi fare from the facility to point of business and return.

In either of A) or B) above, the employee shall be paid a minimum of two dollars (\$2.00) for each round trip.

## **ARTICLE 52 – PROFESSIONAL RESPONSIBILITY CLAUSE**

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

- A) nursing practice conditions
- B) safety of patients and nurses
- C) workload

## **52.01**

A Professional Responsibility committee shall be established with the Employer.

### **Composition of the Committee:**

#### **A) Standing Members:**

- i) one member appointed by the employees
- ii) one member appointed by the Employer

#### **B) Ad Hoc Members:**

- i) the nurse with the concern
- ii) a Union steward
- iii) the excluded supervisor of the unit

The standing members shall alternate as chair of the committee.

## **52.02**

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.

## **52.03**

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 the Chair of the Professional Responsibility Committee and the Facility Administrator.

## **52.04**

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.

## **52.05**

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 employees concerns.

## **52.06**

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 with a Union representative, may make a presentation to the owner of the facility, or the owner designate who shall hear the presentation and read all relevant materials. The owner or designate shall give the employee a written response with bona fide reasons for the decision.

## **52.07**

If the matter is not resolved to the employee's satisfaction within a further fourteen (14) days, Step 3 of the grievance procedure shall apply.

## **52.08**

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 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- Definition of Employee Status and Benefit Entitlement shall not apply.

## ARTICLE 53 – EFFECTIVE AND TERMINATING DATES

### 53.01 Duration

This Agreement shall be effective from September 1, 2019 and shall remain in force and be binding upon the parties until August 31, 2022 and thereafter until a new Agreement has been ratified.

### 53.02 Terms

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

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.

## ARTICLE 54 – WAGE SCHEDULE AND CLASSIFICATIONS

Classification		Current	Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
RN	Start	\$37.31	\$38.06	\$38.82	\$39.59
	2184 hrs	\$39.61	\$40.40	\$41.21	\$42.03
	4268 hrs	\$41.93	\$42.77	\$43.63	\$44.50

Retro Active Pay - Current employees as of date of ratification (November 12, 2020) shall receive retro-active pay for all hours worked from September 1<sup>st</sup>, 2019 forward, as noted in the above wage schedule.

## ARTICLE 55 – REGISTERED RETIREMENT SAVINGS PLAN

1. All employees, upon successful completion of the probationary period, shall have the option of enrolling in the Registered Retirement Savings Plan (Group RRSP). Participation in the plan is voluntary.
2. Employees will be given the Group RRSP enrollment form upon hire so they may elect to participate in the plan at the end of probation. Should an employee later elect to participate in the plan the employee may do so by completing and submitting the Group RRSP enrollment form. Group RRSP contributions and deductions would then start on the next pay period.
  - i. Employee contributions to the Plan through payroll deduction will be 1% of regular earnings, with the employer contributing a matching 1%.
3. Employees may opt to increase or decrease their contribution levels, as noted in (3) above, on January 1<sup>st</sup> of each year by providing thirty (30) days written notice to the Employer.
4. The Employer will administer the Plan.
5. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

6. Employees shall be able to increase their contribution rate above 1%, but any rate amount exceeding the 1% noted above shall not be matched by the Employer. Contributions shall be through payroll deduction.

\* Following ratification (November 12, 2020), all current employees may elect to participate in the Group RRSP plan by completing and submitting the Group RRSP enrollment form. Group RRSP contributions and deductions would then start on the next pay period.

## **APPENDIX A**

### **BENEFIT SUMMARY**

#### **General**

This appendix is a summary of SunLife benefits. If there are any differences between this summary and the SunLife Policy 56056, the Policy will be deemed correct.

#### **Eligibility**

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a regular full-time or regular part-time employee.
- you are actively working for your employer at least twenty (20) hours a week.
- you have completed the waiting period of three (3) months of continuous employment.

### **EXTENDED HEALTH COVERAGE**

#### **Deductible**

The deductible is twenty-five dollars (\$25) each benefit year for each person up to a maximum of twenty-five dollars (\$25) per family.

#### **Prescription Drugs**

The plan will cover the cost of drugs (lowest priced equivalent) which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. Intrauterine devices (IUDs), diabetic and colostomy supplies are also covered.

The plan will cover eighty percent (80%) of the above after deductible is paid.

#### **Hospital Expenses In Your Province**

The plan will cover one hundred (100%) of the costs for hospital care in the province where you live. The deductible does not apply to these expenses.

#### **Expenses Out Of Your Province**

The plan will cover emergency medical services while you are outside the province where you live. The plan will also cover referred services.

#### **Emergency Services Outside Canada**

Expenses incurred for emergency services outside Canada are subject to a lifetime maximum of \$1,000,000 per person or, if lower, any other applicable lifetime maximum.

### **Medical Services and Equipment**

The plan will cover eighty percent (80%) of the costs after you pay the deductible for the medical services when ordered by a doctor (the services of a licensed optometrist, ophthalmologist or dentist do not require a doctor's order).

### **Paramedical Services**

The plan will cover Eighty percent (80%) of the costs after you pay the deductible, limited to twenty-five dollars (\$25) per visit, per person, up to a maximum of three hundred and fifty dollars (\$350) per person in a benefit year for each category of paramedical specialist.

### **Contact Lenses, Eyeglasses or Laser Eye Correction Surgery**

The plan will cover one hundred percent (100%) of the cost of contact lenses, eyeglasses or laser eye correction surgery up to a maximum of two hundred and twenty-five dollars (\$225) per person in any twenty-four (24) month period.

### **Emergency Travel Assistance**

This benefit, called Medi-Passport, supplements the emergency portion of your Extended Health Care coverage. It only covers services that you obtain within sixty (60) days of leaving the province where you live. If hospitalization occurs within this time period, in-patient services are covered until you are discharged.

## **DENTAL COVERAGE**

### **General Description of the Coverage**

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, orthodontist (separate waiting period applies), denturist, dental hygienist and anesthetist while you are covered by this group plan.

### **Deductible**

There is no deductible for this coverage.

### **Predetermination**

You should send SunLife an estimate, before the work is done, for any major treatment or any procedure that will cost more than five hundred dollars (\$500). You should send a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. You will be told how much of the planned treatment is covered.

### **Preventive Dental Procedures**

Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health. The plan will pay one hundred percent (100%) of the eligible expenses for these procedures.

### **Oral Examinations**

Your dental benefits include one complete examination every twenty-four (24) months and one recall examination every nine (9) months.

### **Basic Dental Procedures**

Your dental benefits include procedures used to treat basic dental problems. Some examples are filling cavities and extracting teeth. The plan will pay one hundred (100%) of the eligible expenses for these procedures.

**Major Dental Procedures**

Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures or bridges. The plan will pay 60 percent (60%) of the eligible expenses for these procedures.

**Benefit Year Maximum**

The plan will not pay more of twenty-five hundred dollars (\$2,500) per person for each benefit year for all services.

TMJ and Orthodontic expenses are not included in the benefit year maximum. A separate lifetime maximum applies.

**LIFE COVERAGE**

Your Life coverage provides a benefit for your beneficiary if you die while covered. Your Life benefit is fifty thousand dollars (\$25,000).

**ACCIDENTAL DEATH AND DISMEMBERMENT**

Accidental Death and Dismemberment coverage provides benefits if, due to an accident occurring while covered, you die or suffer any of the losses listed in the SunLife booklet under 'What we will pay'. Any death benefit paid under this coverage is in addition to the Life coverage. Your Accidental Death and Dismemberment coverage is equal to the amount of Life coverage.

**LONG-TERM DISABILITY****General Description Of The Coverage**

Long-Term Disability coverage provides a benefit to you if you are totally disabled. Your Long-Term Disability payments begin after you have been totally disabled for an uninterrupted period of one hundred and twenty (120) days or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.

SIGNATURES OF THE PARTIES

PLEASE PRINT NAME AND SIGN

<b>Signed on behalf of the Employer</b>	<b>Signed on behalf of BC Nurses' Union</b>
James Liebenberg, President	Peter Knapp, Negotiator
<b>Date:</b> May 2021	<b>Date:</b> May 11, 2021
Tony Arimare, Lead Negotiator	
<b>Date:</b> May 17, 2021	

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING**

**EARLY SAFE RETURN TO WORK**

**Preamble**

The parties recognize that the prevention of injuries and the rehabilitation of injured employees are equally important goals and return to work programs are part of an injury prevention and rehabilitation program.

**Mutual Commitment and Voluntary Participation**

The Employer and the Union are committed to a voluntary return to work program that addresses the needs of those able to return to work. An employee's participation must include the consent of the employee's physician.

**Confidentiality**

The parties will ensure that full confidentiality concerning an employee's participation in a return to work program is guaranteed. The Employer shall not have contact with the employee's physician without the employee's consent.

**Individual Employee Participation In A Return to Work Program**

Prior to commencement of a return to work initiative for individual employees, the Employer, the employee (and the local union representative if the employee so desires) shall discuss the planned program and its duration. These specifics will be confirmed in writing to all involved.

An employee involved in a return to work program will be employed in a capacity which is in keeping with the employee's health and ability to perform work.

**Availability**

The return to work program will be available to WCB claimants, LTD Claimants, convalescent employees and injured employees. It will include such initiatives as modified work, rehabilitation and ergonomic adjustments. Each return to work program will be tailored to the needs of individual employees by the Employer. When an employee returns to the workforce, the appropriate workplace orientation will be provided by the Employer.

**General Provisions**

An employee's wages and benefits when participating in a return to work program will be consistent with the terms of the Collective Agreement.

The return to work program will be considered part of the recovery process and will not be referred to by the Employer in any other proceedings.

Where the funding for the return to work is provided by an outside agency, the employee on the return to work program will be supernumerary.

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