

**WILLIAMS  
LAKE  
SENIORS  
VILLAGE**

**2016-  
2019**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**WILLIAMS LAKE SENIORS VILLAGE**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**January 1, 2016 – December 31, 2019**



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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 Agreement.
- B) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- C) Where the asterisk (\*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 34 — Leave - General.)

### 1.02 Definitions

**CALENDAR DAY** means a twenty-four (24) hour period ending at midnight.

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

**CERTIFICATION** means the certification awarded by the Labour Relations Board of British Columbia to BCNU.

**COMMON-LAW SPOUSE** means two people who have cohabitated as spousal partners for a period of not less than one (1) year. An employee shall not have more than one spouse at any time.

**DAY SHIFT** means a shift in which the major portion occurs between 0700 and 1500 hours.

**DEMOTION** means a change from an employee's position to one with a lower maximum salary level.

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

**EMPLOYER** means Well Being Seniors Services Ltd. (Williams Lake Seniors Village).

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

**HEAD OFFICE** means the head office of the British Columbia Nurses' Union.

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

**PROMOTION** means a change from an employee's position to one with a higher maximum salary level.

**SCHEDULED DAY OFF** means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

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

**STEWARD** means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

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

**UNION** means The British Columbia Nurses' Union.

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

**WORKSITE** means Williams Lake Seniors Village.

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

**TOUR OF DUTY** means one or more completed shifts.

## **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 high quality health care at the site, to maintain professional standards, to promote the well-being of employees, to increase the efficiency of Employees, and ensure the residents of Williams Lake 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 of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

## **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.

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

### **6.01 Individual Agreement**

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

### **6.02 Employer's Business**

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

### **6.03 Stewards**

#### **A) Recognition of Stewards**

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

#### **B) Notification of Change of Stewards**

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

#### **C) Duties and Responsibilities**

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

- 1) investigating complaints of an urgent matter, and
- 2) investigating grievances, and
- 3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- 4) supervising ballot boxes and other related functions during ratification votes, and
- 5) attending meetings called by management, and
- 6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- 7) meeting with new employees as a group during the orientation program, and
- 8) acting as appointees to the Union/Management Committee.

### **Conditions Governing Stewards**

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

- 1) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- 2) make every endeavour to complete their business in as short a time as possible, and
- 3) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

### **6.04 Union Representative Visits**

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interrupt the operation of the facility and will not disrupt residents or families.

### **6.05 Superior Benefits**

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

### **6.06 Personnel File**

#### **A) Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, and with two (2) working days notice, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

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

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, and with two (2) working days notice, the Union representative or steward shall be given copies of all such pertinent documents.

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

All documents within an employee's personnel file are considered to be confidential and shall

remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

#### **6.07 Copies of the Collective Agreement**

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

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Agreement.

#### **6.08 New Employees**

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

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk to new employees for a period not to exceed fifteen (15) minutes. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

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

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

#### **6.10 Bulletin Boards**

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

### **ARTICLE 7 — STRIKES OR LOCK-OUTS**

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

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

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

### **8.01 Composition of Committee**

A Union/Management Committee shall be established. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of three (3) representatives to the Union/Management Committee. A fourth representative may be added if required.

### **8.02 Chair**

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

### **8.03 Meetings**

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party. Meetings shall occur once per month and as needed.

### **8.04 Purpose of the Committee**

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

### **8.05 Scope of the Committee**

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

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

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

### **8.06 Stewards**

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

## **ARTICLE 9 — GRIEVANCES**

### **9.01 Discussion of Differences**

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, other than for the suspension or dismissal of employees and Application disputes under Article 9.03 or 9.07.

#### **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 fourteen (14) 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. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or Arbitration.

### **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 Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

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

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

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

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

### **9.03 General Application 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 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

### **9.04 Amending Time Limits**

If the time limits in Articles 9.02, 9.03 and 9.05 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.

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

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

#### **Step 1**

Within ten (10) 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.

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.

### **9.06 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.

## **ARTICLE 10 — ARBITRATION**

### **10.01 Arbitration**

Authority of the Single Arbitrator

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator as provided at Article 8.11, which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the



question to be arbitrated.

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

#### **10.02**

The Union and the Employer will select a mutually agreeable arbitrator in a timely manner.

#### **10.03**

The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitrator, or by the Employer for the period of time the employee acts as a witness.

#### **10.04**

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

#### **10.05 Time Limits**

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

#### **10.06 Expedited Arbitration**

- A) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the first date suitable for the parties and the Arbitrator.
- B) As the process is intended to be informal, lawyers will not be used to represent either party.
- C) 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.
- D) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- E) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- F) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- G) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- H) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- I) The parties will make reasonable efforts to agree to the sole arbitrator. If the parties are not successful within seven (7) days of the commencement of these efforts, then an arbitrator shall be selected from the following list in J).
- J) The expedited arbitrators, who shall act as sole arbitrators, shall be Heather Laing, Bob Pekeles, Joan Gordon, or Chris Sullivan or any other as agreed to by the parties.

- K) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- L) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 11 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 23.03 — Posting of Work Schedules)

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

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

The status of all employees covered by this Collective Agreement shall be defined under one 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 an average of thirty-five (35) or thirty-six (36) hours per week and not more than thirty-seven and one-half (37.5) hour per week, exclusive of unpaid meal periods.

- B) Regular employees working a five/two (5/2), five/three (5/3) rotation and work a seven (7) or seven and a half (7.5) hour shift shall be considered full-time employees.

#### **C) Benefit Entitlement**

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

#### **D) Seniority**

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

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

#### **A) Definition**

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

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

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, provided they work an average of twenty (20) hours per week. (Reference Article 12 — Anniversary Date and Increments; Reference Article 41 — Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)

C) **Seniority**

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

**11.04 Casual Employees**

A) **Definition**

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

- 1) Sickness relief.
- 1) Vacation relief.
- 2) Leave of absence relief.
- 3) Relief pending a regular employee appointment (Reference Article 17.02 - Temporary Appointments).
- 4) Temporary work load
- 5) Paid holiday relief.
- 6) Overtime owing relief.
- 7) 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, 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, 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, and the mutually agreed units in which the casual employee will work.

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) **Insufficient and Non-Availability**

Where the Employer requires a casual employee to work a minimum of two hundred and twenty five (225) hours in a twelve (12) month period, the following shall apply:

- i) If the employee has worked less than one hundred and twelve point five (112.5) hours in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer may issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of two hundred and twenty five (225) hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they will be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
- ii) If the employee has worked less than two hundred and twenty five (225) hours in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer may issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within thirty (30) days of receipt of the letter they will be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union, and will be deemed to be the notice to the Union described in Article 15.03 – Employer Terminations.

4) **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.

5) **Orientation**

The Employer will provide casual employees with orientation to all the wards, units and programs mutually agreed in the employee's letter of appointment.

D) **Casual Register**

- 1) A casual employee shall be registered for work in those departments specified in the letter of appointment.

Casual employees may request placement on the register for additional departments. All such requests must be in writing.

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

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

- 1) The manner in which casual employees shall be called to work shall be as follows:
  - i) 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) is registered for work in the department where the work exists; and
    - (b) has the qualifications and capabilities to perform the work being relieved; and
    - (c) has been orientated to the department.

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

**ii) 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 permit the telephone to ring a minimum of six (6) times. If no answer after six (6) rings, the caller shall make note in the logbook and move to the next available employee on the casual register. If an answering machine is reached or person is available to take a message, the caller shall leave a message saying "*Williams Lake Seniors Village calling, please call regarding an available shift*" and note "*message left*" in the log book. The caller will then proceed down the list.
  - (c) If an employee returns a call from message left and the shift remains unfilled, they will be offered it. If the shift vacancy has been filled, advise the employee that the shift is no longer available.
  - (d) 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.
  - (e) Notwithstanding E) 1) i) above, where the Employer has received four (4) hours or less notice of a vacancy creating relief work as per Article 11.04 A), the first shift of the vacancy may be filled as the Employer deems most efficient.
- 2) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E) (1) by the Employer.
  - 3) 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) Wage Entitlement**

- 1) Casual employees shall be paid in accordance with the wage schedule.
- 2) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1910 hours for RNs and LPNs and 1825 hours for all other classifications) worked for the Employer.

- i. A casual employee hired having less than one (1) year's experience (1910 hours for RNs and LPNs and 1825 hours for all other classifications) shall be placed at the first step of the increment scale.
  - ii. A new casual employee hired shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1910 hours for RNs and LPNs and 1825 hours for all other classifications hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.
- 3) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- 4) When a casual employee applies for and receives a regular position, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 45 — Previous Experience whichever is higher, and shall advance to the next increment on her anniversary date of employment.

**G) Benefit Entitlement**

**1) Grievance and Arbitration**

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

**2) Vacation Pay and Paid Holidays**

Casual employees shall receive nine point six (9.6%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

**3) Other Benefits**

Casual employees shall be paid any earned shift premium, special allowance, overtime, on-call, call-back and call-back travel allowance pay, and premium pay for work on a paid holiday. The provisions of Article 46 — Payment of Wages, Article 51 — Wage Schedules, and Article 6.05 - Superior Benefits, apply to casual employees.

**4) Health and Welfare Coverage**

**i) Benefit Entitlement**

All casual employees who have completed one hundred and seventy-two point eight (172.8) hours with the Employer may elect to enroll in the following benefit plans - medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

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

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

- ii) Casual employees are entitled to Medical, Extended Health, Dental, LTD, Life, and AD&D benefits at the expense of the Employer, when they fill a temporary full-time or part-time position where the appointment is for four (4) months or longer. At the conclusion of the temporary appointment, the employee will have the option of continuing on the benefit plans, at their own expense, or ending their coverage.

**H) Seniority**

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1910 hours for RNs and LPNs and 1825 hours for all other classifications) hours per year.

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

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

- 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 Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

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

**I) Overtime Pay**

- 1) A casual employee shall be entitled to overtime pay in the following circumstances:
  - i. The hours of work in one day exceed either:  
the normal daily full shift hours as defined in Article 24.01 - Hours of Work.
  - ii. For any shifts worked in excess of five (5) consecutive shifts.

**J) Probationary Period**

- 1) Newly hired casual employees will be probationary during their first three (3) months of employment or four hundred and seventy-eight (478) hours worked, whichever is greater.

**ARTICLE 12 — ANNIVERSARY DATE AND INCREMENTS**

**12.01 Definition**

Increment step means the annual gradation of wages within a classification as set out in Article 51 – Wage Schedules.

**12.02 Anniversary Date**

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference Article 6.07 - Superior Benefits and Article 12.03 - Increments).

### **12.03 Increments**

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

## **ARTICLE 13 — SENIORITY**

### **13.01 Definition**

#### **A) 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 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 (1910 hours for RNs and LPNs and 1825 hours for all other classifications) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

### **13.02 Seniority - Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) absence while on a long-term disability claim.

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

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

- A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.

### **13.04 Seniority Lists**

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



forwarded to the Head Office of each of the Unions.

The seniority list shall contain the following information:

- 1) name;
- 2) status (regular full-time, regular part-time, casual);
- 3) wage schedule classification;
- 4) start date;
- 5) total hours for casuals;
- 6) job titles;
- 7) worksite;
- 8) Social Insurance Number (subject to (B) below).

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

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

- C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

#### **ARTICLE 14 — PROBATIONARY PERIOD**

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

#### **ARTICLE 15 — TERMINATION OF EMPLOYMENT**

##### **15.01 Employee Termination**

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

approved in accordance with Article 40.03 - Scheduling of Vacation.

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

#### **15.02 Waiver of Notice**

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

#### **15.03 Employer Terminations**

- A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.05 - Resolution of Employee Dismissal or Suspension Disputes.)
- B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 — Grievances and Article 10 — Arbitration.)

#### **15.04 Job Abandonment**

Any employee who fails to report for three (3) consecutive scheduled shifts and does not notify his/her person in charge, 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. The forgoing is subject to provisions of Article 15.03

### **ARTICLE 16 — EMPLOYEE EVALUATION**

#### **16.01 Evaluations**

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

#### **16.02 Employee Rights**

- A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation within seven (7) days of receipt of the evaluation, and such objection shall be retained by the Employer with the evaluation.
- B) An employee shall be entitled, upon two (2) working days' notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

### **16.03 Records Removed**

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension. Record of suspensions for resident abuse shall be removed from the employee's file and destroyed twenty-four (24) months following the expiration of the suspension.

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

## **ARTICLE 17 — VACANCY POSTINGS**

### **17.01 Postings**

- A) The Employer shall post notice of all vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
- B) The Employer agrees to post notices at least seven (7) calendar days in advance of selection.

### **17.02 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- C) Casual employees are entitled to Medical, Extended Health, Dental, LTD, Life, and AD&D benefits at the expense of the Employer, when they fill a temporary full-time or part-time position where the appointment is for 4 months or longer. At the conclusion of the temporary appointment, the employee will have the option of continuing on the benefit plans, at their own expense, or ending their coverage.
- D) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

### **17.03 Temporary Positions**

- A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and

Employer agree to renew/extend the time limits.

- C) These positions will be posted and filled in accordance with Article 17.01 - Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

#### **17.04 Increasing or Decreasing Regular Part-Time Employee FTE Status**

- A) Where an increase or decrease in hours is required in a unit the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.03 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

#### **17.05 Posting of Successful Candidate**

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

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

#### **18.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.05 – Posting of Successful Candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

#### **18.02 Filling Vacancies**

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

### **18.03 Qualifying Period**

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

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

If a regular employee is transferred to a position, either within or outside the certification, and finds the position to be unsatisfactory within thirty (30) days, she shall be returned to her previously held position.

### **18.04 Orientation and Training**

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

Orientation shall include:

- A) fire and disaster plan
- B) organizational structure
- C) relevant policies and procedures
- D) physical layout of the worksite and unit
- E) duties of the position

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

### **18.05 Returning to Formerly Held Position**

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

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.03 - Employment in Excluded Positions and Within Other Bargaining Units.)

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

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

#### **C) Other Employees Affected**

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

## **ARTICLE 19 — LAY-OFF & RECALL**

### **19.01 Lay-Off**

In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

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

- A) The equivalent of one (1) week for employees after 3 months of service; two (2) weeks for employees after 12 weeks 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.
- B) The notice of layoff will identify the employee's benefits under Articles 19.03 through 19.07 inclusive, and the options available to the employee, which may include:
  - the right to bump a junior employee provided the employee is qualified to do the job of the junior employee,
  - the opportunity to apply for a posted vacancy that exists at the time of layoff,
  - the opportunity to accept casual work as it becomes available,
  - full layoff with the right to recall, or
  - waiver of recall and voluntary termination with severance, if applicable.

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

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

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

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

## **19.02 Recall**

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

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

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

## **19.03 Benefits Continued**

- A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 34 — Leave - General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- C) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- D) For the first twenty (20) work days of 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).

## **19.04 Laid Off Employees**

- A) Should vacancies occur following layoff, those employees on layoff will be recalled to these positions in order of seniority providing they have the capabilities and the qualifications to perform the duties of the vacant position. If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 17.01.
- B) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- C) No new employee or casual employee shall be hired to fill regular positions until those laid off have been give first option of recall.

## **19.05**

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

### **19.06 Recall**

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

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

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

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

- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.03 and shall be entitled to orientation as specified in Article 18.04. 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.

### **19.07 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**

### **20.01 Notice**

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

### **20.02 Technological Policy**

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



### **20.03 Wages on Reassignment**

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

### **20.04**

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

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

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

## **ARTICLE 21 - CREATION OR CHANGES IN CLASSIFICATION**

### **21.01**

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

### **21.02**

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

### **21.03**

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

## **ARTICLE 22 — JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

## **ARTICLE 23 — WORK SCHEDULES**

### **23.01 Master Work Schedule**

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

### **23.02 Determination of Work Schedules**

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

### **23.03 Posting of Work Schedules**

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of four (4) weeks.

### **23.04 Voluntary Shift Exchange**

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

- A) prior approval of such exchange is given by the general manager or designate. Such approval shall not be unreasonably withheld.
- B) Employees will provide as much notice as possible and in no event, less than three (3) days' notice, to the Employer of the shift exchange. This notice may be waived by the Employer.
- 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.

### **23.05 Three Different Shifts Worked**

Work schedules may take the form of either two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the employee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.

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

### **24.01 Hours of Work**

There shall be an average of between thirty-five (35) and thirty-seven point five (37.5) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of between thirty-five (35) and thirty-seven point five (37.5) hours per week. The normal daily full shift hours shall be seven point five (7.5) hours.

#### **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. For clarity, 24.03(A) also applies to employees working overtime.
  
- B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
  - 1) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period then the employee shall receive eight (8) hours pay at regular rates;
  
  - 2) 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 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;
  
  - 3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
  
- 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.

## **ARTICLE 25 — OVERTIME**

### **25.01 Definition**

- A) Except as in (B) below, overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01 — Hours of Work.

### **25.02 Employee's Right to Decline Overtime**

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

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

#### **B) Double Shift and Work on a Scheduled Day Off**

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

#### **C) Designated Scheduled Days Off**

All regular part-time employees shall receive two (2) designated days off over a seven (7) day period. A seven (7) day period commences on the first scheduled work day in a block within a rotation. Designated scheduled days off will be scheduled as two (2) consecutive days off immediately following the last scheduled work day within a block.

#### **D) Overtime for Employees Working a Minimum Six and a Half (6.5) Hour Shift**

Employees who work a minimum six and a half (6.5) hour shift shall receive overtime pay at one and one-half (1.5) times their regular wage if they are required to work more than five (5) consecutive days over a seven (7) day period. That is, overtime at one and one-half (1.5) times their regular wage will apply commencing on the sixth (6<sup>th</sup>) day, unless on a designated day off, in which case 25.04 B) and C) will apply.

### **25.03 Application**

- A) Employees shall receive overtime pay each pay period as earned.

### **25.04 Overtime Pay Calculation**

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

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:

- 1) for the first three (3) hours in excess of the normal daily full shift hours as defined by Article 24.01 - Hours of Work;
- 2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 24.01- Hours of Work.

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

- 1) for all hours in excess of those worked in (A)(1) above;
- 2) for all hours in excess of those worked in (A)(2) above;
- 3) for all hours worked on a regular employee's scheduled day off.

- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
- 1) for all overtime hours worked on a calendar paid holiday;
  - 2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days' notice.

## **ARTICLE 26 — SHIFT PREMIUM AND WEEKEND PREMIUM**

### **26.01 Application**

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

The shift premium shall apply to overtime hours worked during the evening or night shift.

### **26.02 Shift Premium**

#### ***For RNs/LPNs***

The evening shift shall be seventy-five cents (.75) per hour.

The night shift premium shall be one dollar and fifty cents (\$1.50) per hour.

#### ***All other classifications:***

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

### **26.03 Weekend Premiums**

#### ***All Employees (including Cooks and Servers)***

The weekend premium shall be seventy-five cents (\$.75) per hour.

## **ARTICLE 27 — CALL-BACK AND CALL-IN**

### **27.01 Definitions**

- A) Call-back means the period during which an employee is scheduled off-duty and returns to duty, at the Employer's request, after the completion of her shift.
- B) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

### **27.02 Call-Back Travel Allowance**

An employee called back to work shall receive call-back travel allowance as follows:

- A) fifty cents (\$0.50) per kilometer;

OR

- B) where public or private transportation facilities are not available, taxi fare from home to facility and return.

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

### **27.03 Call-In**

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

### **27.04 Insufficient Off-Duty Hours**

If an employee works overtime immediately following her regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off-duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her next shift until she has received a total of eight (8) consecutive hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

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

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

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

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.
- D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

### **28.01 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.

### **28.02 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;

The Parties agree that all complaints of harassment or bullying will be thoroughly investigated.

### **28.03 Complaint Procedures**

- A) In respect of Articles 28.01 and 28.02 preceding, the Union and the Employer agree that following procedures are to be followed.
  - 1) 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.
  - 2) Complaints under this article shall be treated in strict confidence by all parties involved.
  - 3) Any employee involved in incidents or complaints are entitled to Union representation at any point in the process at their option.
  - 4) 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.
  - 5) 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 28.01 to 28.06 in this collective agreement.

### **28.04**

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

### **28.05**

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.

### **28.06**

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

## **ARTICLE 29 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

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

Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

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

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

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

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

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

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

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

### **29.02 Medical Examinations**

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

### **29.03 Safe Workplace**

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- B) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- C) The Employer will 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 and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

- D) 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 incident. Employees attending the debriefing will be given time off work without loss of pay to attend, or be paid at the applicable rate of pay.

#### **29.04 Transfer of Pregnant Employees**

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

#### **29.05 Provision for Immunizations**

- A) Where the Medical Health Officer identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

### **ARTICLE 30 — LEAVE - COMPASSIONATE**

#### **30.01 Application**

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

#### **30.02 Leave - With Pay**

Compassionate leave of absence with pay shall be granted for up to three (3) work days at the employee's choice.

#### **30.03 Leave - Without Pay**

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 31 — LEAVE - COURT APPEARANCE**

- A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- 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.
- E) When the court appearance is a part day, the employee shall return to work for the balance of her shift.

**ARTICLE 32 — LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS**

**32.01 Transfer of Function**

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

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

**32.02 In-Service Programs**

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

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs will be paid at the applicable rate of pay.

**32.03 General Education Programs**

**A) Employer Requested Leave**

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, necessary travelling and subsistence expenses.

**B) Duration and Expenses**

A regular employee may be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.

**C) Leave on Day Off**

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

**ARTICLE 33 — LEAVE - ELECTIONS**

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to three (3) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

## **ARTICLE 34 — LEAVE – GENERAL**

### **34.01 Application**

An employee granted any unpaid leave of absence totaling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable pension plans, provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 39 (E) - Leave -Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

### **34.02 Notice**

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

### **34.03 Increments**

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

## **ARTICLE 35 — PARENTAL LEAVE**

### **35.01 Natural Mother**

#### **A) Maternity Leave**

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

#### **1) Benefits**

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 — Leave - General.
- ii) For the balance of an seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

#### **B) Parental Leave**

Within the fifty-two (52) week leave period granted under 35.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally

commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

1) **Benefits**

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) **Special Circumstances**

- 1) An employee is entitled to up to 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 (A) above.

A request for special circumstances leave pursuant to Article 35.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- 2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- 3) An employee's combined entitlement to leave under sub-sections (A), (B), and (C) of Article 35.01 is limited to sixty-three (63) weeks.

4) **Benefits**

For additional leaves arising from subsections (C)(1) or (2) above, the service of an employee shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) **Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 35.01(A), (B), or (C), will be unpaid leave without any benefits.

- E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
- F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.
- G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

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

### **35.02 Natural Father**

#### **A) Parental Leave**

On four (4) weeks' notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

##### **1) Benefits**

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 — Leave - General.
  
- ii) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

#### **B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

##### **1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

#### **C) Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

### **35.03 Adoptive Parents**

#### **A) Adoption Leave**

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

##### **1) Benefits**

- i) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 34 — Leave - General.
  
- ii) For the balance of an thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial

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

- iii) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 34.01— Leave – General – Application.

**B) Parental Leave**

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) weeks' notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

**1) Benefits**

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 — Leave - General.
- ii) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**C) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**

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

**1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**D) Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

**35.04 Return To Employment**

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

**35.05 Bridging of Service**

If a regular employee, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

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

## **ARTICLE 36 — LEAVE - PAID HOLIDAYS**

### **36.01 Paid Holiday Entitlement**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day (Queen's Birthday)	Remembrance Day
Canada Day	Christmas Day

### **36.02 Payment for Paid Holidays**

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

$$\text{Days paid* per calendar year (excluding overtime)} \quad \times \quad \frac{\text{regular pay} \times \text{nine (10)}}{261}$$

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

- C) A casual employee receives paid holiday pay as part of pay in lieu of benefits. Reference Article 11.04(H)(2).

### **36.03 Work On A Paid Holiday**

#### **A) Regular Employee**

A regular employee required to work New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and shall be paid at the rate of one and one-half (1.5) times for the first seven point five (7.5) hours work in the day, provided that Articles 25.04 and 36.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of one and one-half (1.5) times

shall be paid for a shift when one-half (½) or more than one-half (½) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of 1.5 times shall be paid for the total hours worked.

**B) Casual Employee**

A casual employee who works on a paid holiday listed in Article 36.03 (A) shall be paid one and one-half (1.5) times her rate of pay. A casual employee who works on a paid holiday listed in Article 36.03 (B), shall be paid two and one half (2.5) times her rate of pay.

**36.04 Premium Rates of Pay**

**A) Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 25.04 - Overtime Pay Calculation.)

**B) Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 27.04 - Call-Back on a Paid Holiday.)

**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 paid holidays listed in Article 36.01 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 paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

**36.05 Paid Holiday Coinciding With A Rest Day**

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

**36.06 Paid Holiday Coinciding With A Vacation**

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

**36.07 Scheduling of Paid Holidays**

**A) Application**

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

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

The Employer shall make every reasonable effort to schedule either Christmas Day or New



Year's Day off for employees so requesting, subject to operational requirements. Requests for such would be made after vacation canvassing and approval has been completed for this time frame as outlined in Article 40.03 C) – Scheduling of Vacation.

**C) Sick Leave**

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

**36.08 Personal Float Days (LPNs, RCAs and Recreation Aides)**

A) In addition to the stat holidays listed in Article 18.01, post probationary regular employees are eligible for one (1) additional day off per calendar year, paid at seventy-five percent (75%) of regular wage, to be used for personal purposes. For part-time employees, the entitlement will be prorated on the basis of hours worked. Employees must seek his or her manager's approval a minimum of seven (7) days prior to taking the time off.

Further to 19.03 A), regular employees who have more than 9125 service hours at the facility will be entitled to one (1) additional day off per calendar year paid at 100% of regular wages.

**ARTICLE 37 — LEAVE - PUBLIC OFFICE**

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 34 — Leave - General.)

**ARTICLE 38 — LEAVE - SICK**

**38.01 Accumulation and Utilization**

- A) Regular employees shall receive nine (9) working days of sick leave credits per year.
- B) Fifty percent (50%) of unused sick time shall be added to regular employee's annual vacation entitlement or sick time, at the employee's choice, to a maximum of ten (10) days in the bank in any one time.
- C) Regular employees shall receive one hundred percent (100%) of their regular pay for each sick leave credit utilized.

**38.02 Proof of Sickness**

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

**38.03 Benefits Accrue**

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

#### **38.04 Notice Required**

Employee's must notify the Employer, and will make every reasonable effort to provide as much notice as possible prior to the commencement of their shift of any anticipated absence from duty because of sickness. Employees must notify the Employer prior to their return to work for absences in excess of three (3) consecutive work days.

#### **38.05 Expiration of Sick Leave Credits**

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits. (Reference Article 34 – Leave - General and Article 41.05 and Appendix B - Long-Term Disability Plan.)

#### **38.06 Leave - Workers' Compensation**

##### **A) 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.

##### **B) Reimbursement to Employer**

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

##### **C) 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, then paid holidays, sick leave and vacation credits will not accrue, however, unused vacation and sick leave credits accrued prior to the claim shall be retained.

##### **D) 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.

##### **E) Continuation of Employment**

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

**F) 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.

**38.07 Enforceable Legal Claim**

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

**38.08 Appointments**

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

**38.09 Sick or Injured Prior to Vacation**

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

**38.10 Voluntary Treatment**

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 38.05 shall apply upon expiration of sick leave credits should additional leave be requested.

**ARTICLE 39 — LEAVE - UNION**

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

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

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

- A) a Union Council member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council and shall include reasonable travel time;
- B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;
- C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations;
- D) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite;
- E) Union leave for members of the Bargaining Committee (C) and Council members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 34 — Leave - General;
- F) an employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

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

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

## **ARTICLE 40 — LEAVE - VACATION**

### **40.01 Vacation Entitlement**

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

***RN/LPN:*** entitlement shall be as follows:

15	work days after 1 year of continuous service – (6%)
15	work days after 2 years of continuous service - (6%)
17	work days after 3 years of continuous service - (6.8%)
18	work days after 4 years of continuous service – (7.2%)
19	work days after 5 years of continuous service – (7.6%)
20	work days after 6 years of continuous service – (8.0%)

**ALL OTHER CLASSIFICATIONS:**

- i) Casual and new employees to two (2) years of continuous service – ten (10) days (4%).
- ii) Three (3) to six (6) years of continuous service – fifteen (15) work days (6%).
- iii) Seven (7) and higher years of continuous service – seventeen (17) work days (6.8%).

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

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

$$\frac{\text{Days paid* (excluding overtime)}}{261} \times \frac{\text{to June 30 inclusive x regular pay}}{261} \times \text{yearly vacation entitlement}$$

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

E) Regular employees with less than one (1) year's service on the July 1 cut-off date shall receive vacation leave calculated as follows:

$$\frac{\text{Days paid* (excluding overtime)}}{261} \times \frac{\text{to June 30 inclusive x regular pay}}{261} \times \text{yearly vacation entitlement}$$

\*includes leave without pay up to twenty (20) days (reference Article 34 — Leave - General).

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 42.04 - Scheduling of Vacation.

**40.02 Terminating Employees**

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

Days paid* (excluding overtime)		
to June 30 (in previous vacation		yearly
x regular pay)	x	vacation
<u>261</u>		entitlement
+ (plus)		
Days paid* (excluding overtime)		
To July 1 in the vacation year to the date		yearly
of termination (inclusive) x regular pay	x	vacation
<u>261</u>		entitlement

\* includes leave without pay up to thirty (30) days (reference Article 34 – Leave - General)

**40.03 Scheduling of Vacation**

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- C) The selection of vacation and the posting of the approved vacation schedule shall be completed by November 30<sup>th</sup> (November 1<sup>st</sup> application deadline) of the preceding calendar year for vacation to be taken January 1<sup>st</sup> to April 30<sup>th</sup>, March 1<sup>st</sup> (February 1<sup>st</sup> application deadline) for vacation to be taken from May 1<sup>st</sup> to August 31<sup>st</sup>, June 30<sup>th</sup> (June 1<sup>st</sup> application deadline) for vacation to be taken from September 1<sup>st</sup> to December 31<sup>st</sup>, of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and the Employer.

Vacation Time Period	Employee’s Application	Employer’s Approval Deadline
January 1 to April 30	November 1 (preceding year)	November 30 (preceding year)
May 1 to August 31	February 1	March 1
September 1 to December 31	June 1	June 30

- D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- E) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- F) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit have made their first choice of vacation time.

**40.04 Vacation Entitlement Earned During Vacation**

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

## **ARTICLE 41 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE**

### **41.01 Medical Coverage**

- A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- D) The medical plan becomes effective on the first of the calendar month following date of hire.

### **41.02 Extended Health Care Coverage**

- A) The Employer shall pay eighty percent (80%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the current Sun Life Financial Group Benefit Plan, or any other plan mutually acceptable to the Union and the Employer. The plan benefits shall also include:
  - 1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of five hundred dollars (\$500) per person in each five (5) year period; and
  - 2) Vision care coverage providing two hundred and twenty-five dollars (\$225) every twenty-four (24) months per eligible employee or eligible dependent.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.
- E) Effective March 1, 2018, reimbursement of eligible drugs and medicines are subject to the tiered formulary found in "*My Drug Plan*" with Sunlife financial, which reimburses 100% for drugs in tier 1, 70% for drugs in tier 2 and 40% for drugs in tier 3. Annual maximum of \$15,000 per person for prescription drugs.

### **41.03 Dental Coverage**

- A)
  - 1) The Employer shall pay all of the monthly premium for a mutually agreed dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Sun Life Financial Group Benefit Plan, or any other plan mutually acceptable to the Union and the Employer.

- 2) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no runoffs for claims after termination of employment.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.
- D) The Employer shall pay eighty percent (80%) of the monthly premium and the Employee shall pay twenty percent (20%) of the monthly premium for Support Service Workers effective January 1, 2013.

#### **41.04 Dependents**

An eligible dependent for the purposes of Articles 41.01, 41.02 and 41.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

#### **41.05 Long-Term Disability Plan**

The Employer shall provide The Sun Life Financial Group Benefit Plan, or any plan mutually acceptable to the Union and the Employer, a copy of which shall appear in Appendix B — Long-Term Disability Plan.

The plan shall provide post-probationary regular employees with salary continuation as per Appendix B until age sixty-five (65) in the event of a disability.  
The cost of the plan shall be borne by the Employee.

#### **41.06 Group Life Insurance Plan**

##### **A) Eligibility**

Regular full-time and regular part-time employees shall, upon completion of the three (3) month probationary period, become members of the current Sun Life Financial Group Plan, or any other plan mutually acceptable to the Union and the Employer.

##### **B) Benefits**

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

##### **C) Premiums**

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



The Employer shall pay eighty percent (80%) of the monthly premium and the Employee shall pay twenty percent (20%) of the monthly premium for Support Service Workers effective January 1, 2013.

#### **ARTICLE 42 — WORKERS' COMPENSATION**

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

#### **ARTICLE 43 — EMPLOYMENT INSURANCE**

##### **43.01 Coverage**

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

#### **ARTICLE 44 - EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

- A) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and
- B) assume all costs, legal fees and other expenses arising from any such action.

#### **ARTICLE 45 — PREVIOUS EXPERIENCE**

##### **45.01 Regular Employees**

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

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

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 46 — PAYMENT OF WAGES**

##### **46.01 Wages**

Wages shall be paid each employee in accordance with Article 51 — Wage Schedules.

##### **46.02 Retroactive Pay and Benefits**

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

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

#### **46.03 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) working days of the request. Significant is defined as one hundred dollars (\$100) or more. Errors that result from an employee error or lack of information from the employee shall be corrected in the following pay period.

#### **46.04 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 by her;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any qualification differential, premium, or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) the amount being received by the employee;
- G) sick leave credits used within the pay period and accumulated balance;
- H) vacation hours taken within the pay period and accumulated balance

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 47- GENERAL CONDITIONS**

#### **47.01 Personal Property Damage**

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

#### **47.02 Registration**

- A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Health Professions Act. Such authorization must be in effect on

or by March 1 of each calendar year.

- B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

#### **ARTICLE 48 — AMENDMENTS**

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

#### **ARTICLE 49 — 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

##### **49.01**

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

##### **49.02**

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

##### **49.03**

If the matter is not resolved to the satisfaction of the employee, within seven (7) calendar days, the employee may submit the concern in writing to the General Manager. The General Manager shall respond to the employee in writing within ten (10) calendar days of the meeting

##### **49.04**

If the matter is not resolved to the satisfaction of the employee, within a further seven (7) calendar days, the employee may submit the concern in writing to the Regional Manager. The Regional Manager shall respond to the employee in writing within ten (10) calendar days of the meeting.

##### **49.05**

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 Nurse who has been designated in charge on the applicable unit shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

**ARTICLE 50 - EFFECTIVE AND TERMINATING DATES**

- A) This Agreement shall be effective January 1, 2016, and shall remain in force and be binding upon the parties until December 31, 2019 and thereafter until a new Agreement has been consummated.
- B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

**ARTICLE 51 – WAGE SCHEDULES**

		<b>Current</b>	<b>Jan. 1, 2016</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>RN</b>	Start	\$38.37	\$38.95	\$39.53	\$39.97	\$40.57
	Post Probationary	\$39.54	\$40.13	\$40.74	\$41.19	\$41.81
	1910 Hours	\$40.71	\$41.32	\$41.94	\$42.41	\$43.05
	3820 Hours	\$41.85	\$42.48	\$43.11	\$43.60	\$44.25
<b>LPN</b>	Start	\$26.35	\$26.74	\$27.15	\$27.45	\$27.86
	Post Probationary	\$26.92	\$27.32	\$27.73	\$28.04	\$28.46
	1910 Hours	\$27.50	\$27.91	\$28.33	\$28.65	\$29.08
	3820 Hours	\$28.36	\$28.78	\$29.21	\$29.54	\$29.99

		<b>Current</b>	<b>Jan. 1, 2016</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Residential Care Aides</b>	Start	\$18.89	\$19.17	\$19.46	\$19.68	\$19.97
	Post Probationary	\$19.28	\$19.56	\$19.86	\$20.09	\$20.39
	1825 Hours	\$19.67	\$19.97	\$20.26	\$20.49	\$20.80
<b>Activity Aides</b>	Start	\$18.89	\$19.17	\$19.46	\$19.68	\$19.97
	Post Probationary	\$19.28	\$19.56	\$19.86	\$20.09	\$20.39
	1825 Hours	\$19.67	\$19.97	\$20.26	\$20.49	\$20.80

		<b>Current</b>	<b>Jan. 1, 2016</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Housekeeper (SSW)</b>	Start	\$12.02	\$12.20	\$12.38	* \$12.77	\$12.96
	Post Probationary	\$12.29	\$12.47	\$12.66	* \$13.05	\$13.25
<b>Laundry Aide (SSW)</b>	Start	\$12.02	\$12.20	\$12.38	* \$12.77	\$12.96
	Post Probationary	\$12.29	\$12.47	\$12.66	* \$13.05	\$13.25
<b>Market Adjustment *</b>						

	<b>Current</b>	<b>Jan. 1, 2016</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Servers</b>	\$13.02	\$13.21	\$13.41	\$13.56	\$13.76
<b>Cook</b>	\$18.00	\$18.27	\$18.54	\$18.75	\$19.03

- Retroactive Wages are payable to current regular fulltime, part time, and casual employees who are employed as of date of ratification, and for the purposes of this settlement, former employees who were employed and resigned or retired in 2017.

- Retro payments for former employees will be forwarded to the address the employer has on file, if returned, the Employer will not forward unless the former employee submits an updated address to the employer within 2 months following ratification.

**ARTICLE 52 – RESPONSIBILITY PAY**

A nurse shall be designated to be in-charge of the worksite for all hours the Director of Care or designate with Nursing expertise is not on-site and shall receive Responsibility Pay of one dollar and twenty-five cents (\$1.25) per hour for the duration of the assignment.

**SIGNATURES OF THE PARTIES**

Signed on behalf of the Union:

\_\_\_\_\_  
Peter Knapp, BCNU Negotiator/LRO

December 13, 2017  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Colleen Clow, BCNU Barg Cmty

December 20, 2017  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Jackie Davy, BCNU Barg Cmty

December 20, 2017  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Beverly Johnson, BCNU Barg Cmty

December 20, 2017  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Debbie Lieuwen, BCNU Barg Cmty

December 20, 2017  
Dated: \_\_\_\_\_

Signed on behalf of the Employer:

\_\_\_\_\_  
Jennie Deneka, Chief Operating Officer

January 16, 2018  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Tony Arimare, Lead Spokesperson

January 10, 2018  
Dated: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

### **Re: Workload**

The parties agree to establish a Workload Review Committee within sixty (60) days of ratification of this Agreement, made up of up to three (3) representatives from the Employer and three (3) representatives from the Union to make recommendations to the Employer regarding adjustments to workload within the currently allotted hours.

The Employer will provide a response to the Workload Review Committee recommendations within sixty (60) days of receipt of the recommendations.



## **MEMORANDUM OF AGREEMENT**

### **Re: Contracting Out**

During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the layoff of regular employees within the bargaining unit.

No later than one hundred and twenty (120) days prior to the expiry date of the collective agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer so intends, the parties agree to meet as soon as possible after notice is served to discuss pertinent information regarding the work to be contracted out in order to see if adjustments can be made between the parties to retain such work in the bargaining unit.

## **APPENDIX A**

### **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 that 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.

## **APPENDIX B**

### **LONG-TERM DISABILITY PLAN**

#### **Section 1 — Eligibility**

- A) Regular full-time and regular part-time employees who are on staff at the date of signing of the Collective Agreement and who are not presently disabled from working or who joined the staff following that date shall, upon completion of the three (3) month probationary period, become members of the Long Term Disability Plan as a condition of employment.
- B) Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the following provisions:
  - i) Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits, and return to her/his former job and increment step.
  - ii) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits and seniority upon expiration of the unpaid leave.
  - iii) Employees on long term disability shall be considered employees for the purpose of Pension Plan when that Pension Plan has been established.
  - iv) Employees on long term disability shall have their Group Life Insurance Premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day she/he was actively at work.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her seniority rights if necessary pursuant to Article 13.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave, shall be covered by the Medical, Extended Health care, and Dental Plans provided they pay for such coverage in advance on a monthly basis.

## **Section 2 — Waiting Period and Benefits**

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for one hundred and twenty (120) days, the employee shall receive a benefit equal to sixty – sixty-six point seven (66.7%) of the first \$2250.00 of your basic monthly earnings, up to a maximum of two thousand five hundred dollars (\$2,500.00) per month, in accordance with the Plan which shall be filed with the Union.

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

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

## **Section 3 — Total Disability Defined**

- A) Total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in her/his normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which she/he is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.
- B) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- C) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor or medicine.
- D) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.
- E) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

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

## **Section 4 — Exclusions and Limitations**

### ***Exclusions***

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

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

### ***Limitations***

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

## **Section 5 — Integration with Other Disability Income**

The amount of benefit payable to an employee shall be the amount for which she/he is insured on the date of commencement of her/his total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

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

- i) Workers' Compensation Act, or similar law;
- ii) Department of Veterans' Affairs
- iii) Retirement or Pension Plan with any employer;
- iv) Any disability provision or any group insurance policy; and
- v) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan.

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

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of her/his income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the

Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

#### **Section 6 — Successive Disabilities**

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

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

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

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

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

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to her/his former job, exercising her/his seniority rights if necessary, pursuant to Article 12.02 D), of the Collective Agreement.

#### **Section 8 — Benefits Upon Plan Termination**

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

#### **Section 9 — Premiums**

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

#### **Section 10 — Waiver of Premium**

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

#### **Section 11 — Claims**

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose and received by the Company not later than sixty (60) days after the total disability begins. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose and received by the Company not later than ninety (90) days after

the expiration of the elimination period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

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

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

**Section 12 — Administration**

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement.

## **APPENDIX C**

### **RETIREMENT PLAN**

All regular full-time employees and regular part-time employees who work an average of twenty(20) hours/ week or more, upon completion of the probationary period, shall be enrolled in a Retirement Plan, the terms and conditions of which are as follows.

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

- A) For regular employees participation optional. Contributions may be made at two percent (2%) of straight time earnings.
- B) Employer contributions will be made monthly at one percent (1%) and vesting is immediate.
- C) Employees may make voluntary contributions in addition to their regular contributions. However, the employer does not match voluntary contributions.
- D) Employees are offered a choice in the type of investment, based on the choices available under the Plan
- E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- F) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the employer contribution will be withheld for one (1) full year.
- G) Employees enrolled in the previous pension plan are subject to provincial locking-in requirements with respect to any withdrawals.
- H) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- I) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- J) Employees will be provided with annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions within a two-week period or shall be provided access to the plan carrier - cost to be borne by Employer.
- K) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.
- L) The Employer's group R.R.S.P. will be explained in annual information sessions facilitated by the financial institution.



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