

Article 6

Article 6 - Union Rights

Article 6.01 - Individual Agreement

Related Articles: 4.01

Interpretation Guidelines:

The significance of representation by bargaining agents is that **Employers cannot enter into agreements or contracts directly with employees that could alter the terms of the PCA.**

For example: Without the agreement of both the Union and HEABC, the Employer cannot avoid the requirement to pay overtime pursuant to Article 25.08 if ten calendar days notice is not given. It is not adequate to simply obtain the voluntary agreement of the employee to waive overtime [*Greater Victoria Hospital Society and BCNU, September 4, 1996 (Kinzie)*].

Discussions with individual employees which attempt to circumvent the PCA provisions are prohibited.

Another typical example of an individual agreement is illustrated by the following Q&A:

- Q. If a regular employee wants to reduce the number of hours he/she works on a permanent basis, can she/he just negotiate this with the Employer?
- A. No. The only way a regular employee can adjust her/his hours is to apply for a vacancy or consider job-sharing. Also, if the nurse is displaced, he/she can consider jobs with a reduced FTE.

Provisions that can be altered at the request of the employee, if agreed to by the Employer, are identified in certain articles. A couple of examples are:

Article 25.05 (C) (D) and (F) - Requirements of Work Schedules (Acute Care Component)

Article 25.06 (A) (B) and (C) - Requirements of Work Schedules (Continuing Care Component)

It is important to note that **waivers of certain collective agreement provisions are either initiated by the employee**, where the wording used is: "*unless requested by the employee and agreed to by the Employer*" or **by mutual agreement** "*except by agreement between the Employer and the employee*".

Where it says "*by mutual agreement between the Employer and the Union*" an individual employee and the Employer cannot negotiate a waiver of a provision without the involvement of the head office of the Union.

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For example: Article 25.05 (E) - requires the Union (as in someone from the BCNU office) to negotiate a waiver of the requirement to schedule an average of three weekends off in each nine week period.

Note: A Steward does not have the authority to enter into a local agreement that is inconsistent with the terms of the collective agreement unless the Union advises the Employer that the Steward has the authority to make an agreement. [See **Arbitration Award: HEABC (Menno Hospital) and BCNU, April 16, 1999 (Larson)**]. The arbitrator stated: "... the usual mandate of a shop steward is to administer the collective agreement and to ensure it is properly applied. They can intervene and make agreements on behalf of employees but, without more, their authority does not extend beyond the collective agreement".

Additional References:

Arbitration Award:

Greater Victoria Hospital Society and BCNU, April 9, 1996 (Kinzie) - Employee agreed to waive entitlement to overtime when the Employer changed the shift schedule with less than 10 days notice. Arbitrator ruled that the employee's agreement did not relieve the Employer of its obligation to pay overtime.

HEABC (Menno Hospital) and BCNU, April 16, 1999 (Larson) - in this situation two DC2 nurses volunteered to waive their DC2 classification in exchange for saving their permanent night shift jobs and stated that they had discussed this with the Steward. The arbitrator ruled that while Stewards can intervene and make agreements, they cannot go beyond the collective agreement without authority from the Union.

Article 6.02 Contracting Out

Related Articles: 4, 8, 13, 17, 19, 20

Interpretation Guidelines:

Note: This article is impacted by the *Health and Social Services Delivery Improvement Act (Bill 29)* so at the moment it cannot be enforced.

Please contact your LRO immediately if you hear of any plans to contract out any nursing work.

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1. The primary function of this provision was to protect our bargaining unit work by ensuring that the bargaining unit is not eroded by contracting nursing work in or out.
2. The Arbitration Award "*St. Judes Anglican Home, February 1, 1996 (Larson)*" deals with the situation where nursing work was contracted-in when they hired an agency nurse to cover casual shifts. Arbitrator Larson stated, "*As the agency employees are slotted into the Employer's work system and the client Employer maintains control and as the introduction of the agency employee is not designed to change any existing work structure, the nurses sent by the agency must be considered to be under the Collective Agreement.*"
3. This means that when an Employer hires an agency nurse, they are required to:
 - submit dues to the Union on the employee's behalf;
 - the employee needs to receive the same wages and premiums as set out in the PCA; and
 - the agency employee has access to the grievance process.

Bill 29 - The Health and Social Services Delivery Improvement Act (2002)

Bill 29 nullified contracting out language in health sector collective agreements and allowed employers to contract out bargaining unit work defined as "non-clinical services".

Non-clinical services are defined as "*services other than medical, diagnostic or therapeutic services provided by a designated health services professional to a person who is currently admitted to a bed in an inpatient unit in an acute care hospital, and includes any other services designated by regulation*".

As a result of Bill 29 employers have an ability to contract out operating room services, emergency services and have implemented plans to contract out nursing work in long term care facilities.

What rights do nurses have when their work is contracted out? *These are just a sample of the rights available:

- ✚ The Health Authority is required to provide notice in accordance with Section 54 of the Labour Relations Code to the NBA at least 60 days before the change is to occur.
- ✚ Under Section 54 the Health Authority is required to provide certain information and to have meeting(s) with the Union(s) affected.
- ✚ Employers are required to issue displacement notice and provide the nurses affected by the contracting out with bumping or displacement options at their own worksite and at worksites within the expanded seniority zone (if applicable)

*Additional information can be found in this manual under Article 19 Layoff and Recall.

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Additional References:

Arbitration Award:

HEABC (St. Jude's Anglican Home) and BCNU, February 1, 1996 (Larson), - Agency nurses are covered by all the terms and conditions of the PCA including the necessity to submit union dues.

LRB Decision:

BCLRB No. B505/98, *Capital Regional District (Capital Health Region and CUPE Local 1978 and BCNU (Junker, Newman & Orr), December 1, 1998* - clarified the definition of a nurse for the purpose of representation in the NBA by stating that if the Employer asks for RN credentials, either as a mandatory or optional qualification for a position, and then hires an RN, they are part of the nurses' bargaining unit for the same position in future.

Article 6.03- Employer's Business

Related Articles: 8, 32.01, 9.02, 16.01, 35.01, 35.02, 35.03, 57 Section 1 & 2

Interpretation Guidelines:

1. **Employees are entitled to be paid** (including where applicable: overtime, call-back and all other provisions of the collective agreement) for all time spent attending meetings or hearings on behalf of the Employer.
2. In addition the **Employer is required to reimburse employees for all expenses** including reasonable travel time associated with attendance at these meetings or hearings.

Meetings may include: disciplinary meetings; evaluation meetings; grievance meetings and investigations; compulsory staff meetings; mandatory inservices; and any other meetings an employee is required to attend by the Employer.

Meetings may also include orientation sessions where they are held at a location other than the employee's home worksite [See **Arbitration Award: *Simon Fraser Health Region and BCNU (GAD), November 3, 2000 (McPhillips)***] - Employer was required to pay differential travel time and any additional expenses incurred by employees to attend orientation other than at their regular worksite].

Hearings may include Troubleshooter hearings for an employee who is a Steward assisting an employee present the grievance as it is Step 4 of the grievance procedure.

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A Board established by the Employer may include a Board or a joint committee established under the PCA or by some other authority where the Employer requires an employee to sit as a representative. Examples may be a Board established by a Health Authority or the Provincial Government.

This article may also be used to argue for payment when employees, who normally work at only one worksite, are directed to report to work at another worksite pursuant to Bill 29.

Additional References:

Arbitration Awards:

Simon Fraser Health Region and BCNU (GAD), November 3, 2000 (McPhillips) - Employer was required to pay differential travel time and any additional expenses incurred by employees to attend orientation other than at their regular worksite.

Delta Hospital and BCNU, July 30, 2002 (Sullivan) - the Employer was required to pay mileage to a BCNU Regional Chairperson for attendance at Union/Management meetings called by the Employer (e.g. Regional Union/ Management meetings) where the employee had been coded as being paid by the Employer as this was considered to be Employer business.

Article 6.04 - Recognition of Stewards

Related Articles: 6.03, 6.07, 6.09, 8.06, 9, 15.04, 32, 59

Interpretation Guidelines:

This provision deals with Steward duties and responsibilities and the Employer's obligation to recognize employees who are authorized by the BCNU to act as Stewards on behalf of BCNU members.

Please notify the BCNU Finance Department immediately of any change of Steward, additional Stewards or changes in the address or phone numbers of current Stewards using the Steward Form.

(C) Duties and Responsibilities

Under the terms of the collective agreement Stewards are *entitled* to reasonable time at work to carry out their responsibilities (i.e. Union duties), without loss of pay or benefits.

Stewards can reduce volunteer time by fully utilizing the provisions of the collective agreement.

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In order to carry out the responsibilities of a Steward during work time the following conditions must be met:

- the work must fall within the duties outlined in 6.04 (C) and other related articles as set out above
- the Steward must receive prior consent from their supervisor
- the Steward must make every effort to complete their business in as short a time as possible
- the Steward must advise their supervisor of their return
- Stewards shall not interrupt the normal operations of the worksite

Where possible, Stewards are encouraged to try and group their activities such as grievance meetings, investigations and Union/Management meetings to the same day and get the Employer to provide backfill.

(4) Right to Representation

Employees have the right to representation by a Steward of their choice at any meeting with an Employer under the following circumstances:

- Any meeting involving discipline, or potential discipline (including an investigative meeting) (Article 6.04).
- Any grievance meeting (Article 9.02)
- Any meeting involving an employee's concerns about nursing conditions, safety of patients/clients/residents and nurses, and workload (Article 59.01)
- Any meetings regarding an employee's return to work after illness or injury (Appendix D).

The Employer's responsibilities are:

- If disciplinary action is anticipated, the Employer must inform the employee that discipline may result from that meeting and of their right to representation by a Steward. The employee can then decide whether to request a Steward attend the meeting. [See Arbitration Award: *Royal Columbian Hospital and BCNU*, September 8, 1993 (Kinzie)].
- The Employers have to consider the following factors if they plan to conduct an investigative meeting. The test is whether an Employer could reasonably foresee or expect disciplinary action prior to the meeting. Given that the Employer schedules the meeting and sets the agenda it would be unlikely they would succeed in

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convincing an arbitrator they had not foreseen the outcome. [See Arbitration Award: *Chilliwack Hospital and BCNU*, July 31, 1992 (Chertkow)].

- In cases where an employee declines Steward representation and discipline is imminent or likely, HEABC advises Employers to tell the Steward of the planned meeting in advance and provide sufficient time for the Steward to talk to the employee and advise them of their right to representation and the reasons why declining representation would not be in their best interest.

Where an employee is denied representation:

- The Union can argue "void ab initio" to get the discipline overturned. ("void ab initio" means a contract or discipline can be considered null from the beginning if it seriously offends law or public policy)
- In some of these cases the arbitrator will rule the discipline out of order without even hearing the merits of the case.
- Some arbitrators may still decide to hear the merits of the case and then weigh the seriousness of the offence against the employee's right to representation to determine whether the Employer's actions can be overturned or rendered "void ab initio". [BCLRB No. B230/95, *Government of B.C. (Public Service Employer Relations Commission) and BCGSEU*, June 15, 1995 (J. Hall, R. Germaine, B. Mullin, V. Carter and J. New)].

Following is specific Information for Stewards representing nurses who have substance abuse or practice problems that may involve the College of Registered Nurses of BC or the College of Registered Psychiatric Nurses of BC:

1. The law of privileged communications applies to those statements by certain persons in a protected relationship such as attorney-client which the law protects from forced disclosure. At common law, the Steward-member relationship is not identified as a protected relationship.
2. While there is a practice in labour law that Union officials representing members are allowed certain protections against forced disclosure of information provided by members in the course of an investigation, the practice of regarding this as privileged communication may be impacted by the duty to report under the [Health Professions Act \(HPA\)](#).
3. The Health Professions Act - came into effect for RNs and RPNs on August 19, 2005.

While some Employers are arguing that the new Act places an increased onus on the duty to report, their position is not supported by a plain reading of the wording in the Act. Further information on the Health Professions Act can be found at www.qp.gov.bc.ca/statreg/stat/H/96183_01.htm

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The Act does not appear to interfere with the CRNBC's existing process for dealing with complaints about practice. This is supported by the fact that the process for dealing with complaints about registered nurses, as set out on CRNBC website following enactment of the Health Professions Act, appears to be unchanged. Further information on the CRNBC complaints process can be found by going to the CRNBC website at www.crnbc.ca then clicking on the "site map" under the section titled "complaints".

It may not be clear cut in the initial stages of an investigation that the situation may involve professional misconduct or illegal activity.

As a result, in all cases where this is a possibility it is recommended that the Steward advise the member **at the beginning** that communication between a Steward and member may not be protected from forced disclosure to either the professional regulatory bodies or the legal authorities. Particularly in circumstances where information provided by the member indicates serious professional misconduct.

BCNU members in these situations need to be immediately referred to the LRO who may then involve legal counsel (who are covered by the law on privileged communication) in the ongoing representation of the member.

Additional information on this issue can be found in this manual under Article 16.

Additional References:

Legislation:

[Health Professions Act](#) - applies to designated health professions and includes provisions dealing with the regulatory responsibilities of the Colleges for Registered Nurses and Registered Psychiatric Nurses.

Arbitration Decisions:

Royal Columbian Hospital and BCNU, September 8, 1993 (Kinzie) - leading case for employee's right to representation.

Arbitration Decisions:

Chilliwack Hospital and BCNU, July 31, 1992 (Chertkow) - Stewards must be made available to employees, even at an investigatory meeting which may result in discipline.

LRB Decision:

(BCLRB No. B230/95, *Government of B.C. (Public Service Employer Relations Commission) and BCGSEU*, June 15, 1995 (J. Hall, R. Germaine, B. Mullin, V. Carter and J. New) - Arbitrators may still decide to hear the merits of the case even when the employee has been denied representation.

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Article 6.04 (C)

Related Articles: 6.09, 6.10, 18.05

(7) Orientation of New Employees

1. **Employers are required to provide time for Stewards to meet with new employees during the orientation process.** Steward time is generally scheduled in advance as a regular part of the orientation process. Stewards who are on duty that day are released from duty to attend at the scheduled time during the orientation process.
2. **It is important to take full advantage of this provision** as it provides a great opportunity to ensure a new employee is made to feel welcome in the workplace by introducing them to the resources provided by the Union and the local Stewards.
3. **Try to make the session as informal as possible** (perhaps provide refreshments). Talk to other Stewards about what has worked well in their sessions with new employees. Provide information (e.g. BCNU publications) that will be of immediate interest to a new member (such as the names and contact information of the Stewards at the worksite).
4. **Allow plenty of time for questions** and keep track of the questions asked at each session to see if there's a pattern. You could prepare a question and answer sheet of these commonly asked questions to hand out.
5. **Make it a practice to follow up with the new employees** at a later date to see how they are doing and whether they have any further questions or concerns. You could invite them to come to an upcoming BCNU regional meeting or educational.

Research has shown that **personal contact with the Union during the first few months of employment is strongly related to whether the new member feels loyal to the Union over the long term.**

An outline orientation presentation is available from the BCNU Education Department.

Article 6.04(D) Conditions Governing Stewards

1. **The Employer bears the responsibility to show that their denial of the Steward's request to leave the work area to attend to Union business was not unreasonable.** HEABC has advised Employers that in some circumstances, such as a grievance of an urgent nature, operational requirements may have to take a back seat. For example: Where the Steward is required to attend a meeting regarding a serious discipline issue.
2. **The Steward bears the responsibility to request permission before leaving their work area to attend to Union business.** Leaving the work area without permission may result in discipline.

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- HEABC has recognized that the duties of a Steward involving meetings with management may include some Employer paid preparation time while on duty.

For example: Stewards are commonly given Employer paid time for a Stewards' meeting to prepare for Union/Management Committee meetings.

Article 6.05 - Union Representative Visits

Related Articles: 9

Interpretation Guidelines:

Where a Union representative (e.g. LRO, Regional Executive) is denied access to the Employer's premises to conduct Union business, **responsibility rests with the Employer to demonstrate clear evidence that the presence of the Union representative will interfere in the operation of the worksite.**

Typically, job action is the time when Union representatives are denied entry to an employer's worksite. However, access during job action can be argued at the LRB as part of the requirements to monitor essential services.

Article 6.06 - Superior Benefits

Related Articles: Appendix Z

Interpretation Guidelines:

- This provision is **most commonly used to negotiate the retention of provisions for newly certified employees** or, in the past, for employees at worksites that were not previously covered by the PCA that are either better than those found in the PCA or unique but needed for the employee's work.
- Interest Arbitrators have generally ruled against the retention of superior benefits, particularly in situations where overall the provisions of the collective agreement are better than those that covered the employees previously and where there are existing provisions on the same issue. For example: The existence of mileage allowances in the collective agreement has been viewed as sufficient to deny retention of superior automobile provisions.
- This is reflected by **The Foley Recommendations for Settlement** on standardization in 1998 (Appendix Z of the PCA) which states:

" There shall be no superior benefits maintained by any nurse who is standardized to the Provincial Collective Agreement on or after April 1, 1999 by virtue of the application of the foregoing provisions" .

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In the arbitration decision (*Barrier and District Health Society and BCNU*, October 7, 1991 (Munroe) the arbitrator ruled that the Union cannot seek retention of superior provisions for worksites covered after they are covered by the master collective agreement.

Also the *HEABC and BCNU, HEU, IUOE, BCGEU and HSA* (Melding Award), February 28, 1997 (Ready) and the *HEABC and BCNU* (Melding Award), May 21, 1997, (Ready) set out criteria for retention of superior benefits under the Melding process where employees under other collective agreements were brought into the PCA as: "confined to those needed for operational requirements".

Additional References:

Arbitration Awards:

Barrier and District Health Society and BCNU, October 7, 1991 (Munroe) - the Union cannot seek retention of superior provisions for worksites covered after they are covered by the master collective agreement.

HEABC and BCNU, HEU, IUOE, BCGEU and HSA (Melding Award), February 28, 1997 (Ready) - set out criteria for all unions in the health sector to use in arguing for the retention of superior benefits that essentially restricted them to those needed for operational reasons.

HEABC and BCNU (Melding Award), May 21, 1997, (Ready) - dealt with BCNU's arguments for retention of superior benefits for those nurses who were previously covered by collective agreements that were being brought into the PCA as a result of the Melding process.

PCA - Appendix Z:

Foley Recommendations for Settlement - Standardization to the Provincial Collective Agreement

Article 6.07 - Personnel File

Related Articles: 16.03, 9, 18.02, 18.03, 32, 42, 47

Interpretation Guidelines:

The employee must be advised about all documents placed in his/her personnel file. The Employer cannot use documents from the personnel file against an employee of which the employee was previously unaware. There should be no surprises!

The rules governing an employee's personnel file are as follows:

1. The Employer may keep only one centrally located personnel file (apart from payroll or health services files) regarding an employee.

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2. **Employees are entitled to read and review their personnel file on reasonable notice***. **Note** - reasonable notice is 24-48 hours. Some Employers say they need a week to ten days to provide the file to an employee, citing centralization of files at one location within a health authority. This is unreasonable, as the intent is that employees have ready access to their personnel file.
3. **Employees are entitled on request to receive copies of all the documents on their personnel file.**
4. **A Union Steward or LRO may have access to read and review an employee's personnel file with the employee's consent as part of a grievance investigation.**
5. **Employers must also provide copies of documents on the file to Union representatives on request.**
6. **Personnel files may include documents such as:**
 - performance evaluations,
 - applications for vacancies,
 - forms signed by the employee at the time of hire,
 - written censures, letters of reprimand and other adverse reports,
 - any letter delivered to the employee associated with work performance such as attendance management reports,
 - notes of verbal warnings, provided the note is limited to the date and subject of the warning.

The employee's supervisor may keep a **personal** file separate from the centrally located personnel file provided that a notation is placed in the centrally located personnel file that a **personal** file exists.

The Supervisor's Personal Files may contain the following documents:

1. **Notes and diaries** for evaluation purposes. Provided no grievances are filed within 14 days of the evaluation taking place and the notes do not contain information which may lead to further action such as discipline. **These notes should be destroyed after the 14 day time limit has passed;**
2. **Notes on investigations into incidents**, provided they are destroyed if the matter does not result in employer action;
3. **Grievance files** that contain documents which outline various meetings with the Union or other individuals involved, including privileged documents;
4. **Records relating to job postings** such as interview notes, examinations, noted on presentations and all documents related to the selection process;

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5. Documents in accordance with the insurance, legislative accreditation and quality assurance/risk management concerns of health care facilities (worksites), such as incident reports or reports relating to medication errors; and
6. Other files in accordance with the PCA and policies and practices agreed to between the Employer and the Union which are consistent with the consent award in *St. Paul's Hospital, Terrace Regional Health Care Society and BCNU*, February 15, 1994 (Taylor).

Article 6.07 (C) - Confidential Nature of Personnel File

Stewards should also be aware of the scope of access under the [Freedom of Information and Privacy Act](#) (FOIPPA) as the Employer could be required to disclose any of the above noted documents as a result of a request from a third party (or the employee themselves) under FOIPPA.

Note: The comments related to FOIPPA have application to documents created or in the possession of the Steward and/or the Union associated with representation of a BCNU member. See Article 9 - Grievance Procedure.

1. Any records, notes, diary entries made by supervisory or other staff during the course of employment describing an incident or other event at the workplace could be subject to disclosure. Under FOIPPA, information about an employee or former employee must be kept for one year from the last time that information was used to make a decision which directly affects the employee.
2. The purpose of retention of documents is to allow access.
3. However there are certain documents and records that the Employer need not disclose under FOIPPA. These include:
 - Documents containing legal advice given to the Employer pertaining to the employee;
 - Documents where disclosure could interfere or be harmful to a law enforcement matter, including documents relating to grievances or arbitrations currently in progress;
 - Records containing advice about a recommended course of action with respect to an employee;
 - Records containing personal privacy information concerning another person; and

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- **Records containing references or evaluations done by others** where the references were provided implicitly or explicitly in confidence, such as reference letters. (If it is possible to disclose all or a portion of the record without breaching confidentiality, then it may be disclosed).

Note: Also see comments under Article 18 - Promotions, Transfers and Demotions in the Filling of Vacancies or New Positions.

Additional References:

Consent Award:

St. Paul's Hospital, Terrace Regional Health Care Society and BCNU, February 15, 1994 (Taylor) - sets out the criteria describing the conditions under which the employer can keep a separate **personal** file on an employee and what documents may be kept by a supervisor on this separate **personal** file.

Legislation:

Freedom of Information and Privacy Act (FOIPPA) - can be accessed on the website:
www.oipc.bc.ca

Article 6.08 - Copies of the Provincial Collective Agreement

Related Articles: 6.04, 6.09, 18.05

Interpretation Guidelines:

1. The Employer must provide all employees with a copy of the Collective Agreement in booklet form both at the time of hire and when a new collective agreement is negotiated.
2. The importance of this provision is that it recognizes that there is a shared obligation on both the Employer and the Union to ensure familiarity with the provisions of the PCA.
3. Stewards need to ensure, as part of their meeting with new employees during orientation, that the Employer has fulfilled their obligation to supply collective agreements to all new employees.
4. When a new collective agreement is negotiated the Union usually coordinates with HEABC and asks Stewards to assist in order to expedite the distribution of the new agreements to all the Union members in each worksite.

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What happens if the Employer at your worksite runs out of copies of the PCA?

The HEABC has the responsibility to make sure Employers have enough copies of the PCA to provide to both existing and new employees at the time of hire*.

First: Ask your Employer to contact HEABC for more copies, note the date you made the request.

Then: If no new copies are delivered in a reasonable period of time, advise your LRO.

*In order to conserve copies of the PCA, it is suggested that new employees who have transferred from another PCA worksite be asked if they already have a copy of the current collective agreement.

Article 6.09 - New Employees

Related Articles: 4, 5, 6.01, 6.02, 6.03, 6.04, 6.08, 14, 18.05, 32.05, 46, 51, 52, 53

Interpretation Guidelines:

1. The onus is on the Employer, rather than the Union, to acquaint new employees at the time of hire with the conditions of employment as set out in the Articles dealing with Union Recognition, Union Security, Union Rights and Activities.
2. The Employer is obligated to provide new employees with a copy of the PCA as well as a list of the Stewards in the worksite.
3. Stewards must be notified of new employees and be given an opportunity to talk to them during orientation. The Employer is obligated to provide the Steward with the date, time and place of the orientation.
4. Stewards who are already on duty at the time of the orientation for new employees should be the ones attending as it is clear that Steward time at these orientation is employer paid. HEABC has advised their members that Stewards attending on their time off should not be paid by the Employer.
5. Stewards should discuss with the Employer in advance of the orientation when the Steward plans to attend and the amount of time the Steward requires to adequately inform new employees about the Union in order to get time away from their regular work duties. However, new employees required to attend orientation sessions on their time off do receive the appropriate rate of pay (see Article 18.05 Orientation and Training).

It is very important that Stewards participate in orientation sessions. An outline presentation is available from the BCNU Education Department.

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Article 6.10 - List of New and Terminating Employees

Related Articles: 6.04, 18.05

Interpretation Guidelines:

1. **The Employer is required to provide the Union with a list of new and terminating employees each month - specifying the employment status, position and wage classification of each employee.**
2. While the original intent was that these lists were to be sent to the BCNU office, **Stewards should get copies of these lists.**
3. **Stewards need to ensure they receive this list every month** as it provides necessary information for meeting with new employees during orientation. As well it may provide useful information for other purposes (e.g. employee turnover).

Article 6.11 - Bulletin Boards

Related Articles: 8

Interpretation Guidelines:

The Employer is required to provide at least one Union bulletin board at each worksite in an easily accessible place so that all employees can access information about Union business.

It's recommended that Stewards make it a practice to check the BCNU bulletin boards at least once a week to ensure only BCNU notices are posted on the board and to remove any outdated information. In larger worksites one Steward is often assigned this task.