2025-2028

COLLECTIVE AGREEMENT

BETWEEN

BELVEDERE SENIORS LIVING operating as

BELVEDERE CARE CENTRE

AND

THE BRITISH COLUMBIA NURSES' UNION

APRIL 1, 2025 - MARCH 31, 2028

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE AND DEFINITIONS **1**
1.01 Preamble 1
1.02 Definitions 1
ARTICLE 2 – PURPOSE OF AGREEMENT **2**
ARTICLE 3 – MANAGEMENT RIGHTS **2**
3.01 General Rights 2
3.02 Employer Policies 2
ARTICLE 4 – UNION RECOGNITION **2**
4.01 Union Recognition 2
4.02 Scope of Agreement 2
ARTICLE 5 – UNION SECURITY **2**
5.01 Security 2
5.02 Union Deductions 2
ARTICLE 6 – UNION RIGHTS AND ACTIVITIES **3**
6.01 Individual Agreement 3
6.02 Employer's Business 3
6.03 Stewards 3
6.04 Union Representative Visits 4
6.05 Superior Benefits 4
6.06 Personnel File 4
6.07 Copies of the Collective Agreement 5
6.08 New Employees 5
6.09 List of New and Terminating Employees 5
6.10 Bulletin Boards 5
ARTICLE 7 – STRIKES OR LOCK-OUTS **5**
ARTICLE 8 – UNION/MANAGEMENT COMMITTEE **5**
8.01 Composition of Committee 5
8.02 Chair 6
8.03 Meetings 6
8.04 Purpose of the Committee 6
8.05 Scope of the Committee 6
8.06 Stewards 6
ARTICLE 9 – GRIEVANCES **6**
9.02 Grievance Procedure 7
9.03 Employer Policy Dispute 7
9.04 Application of Arbitration Decisions 7
9.05 Amending Time Limits 7

9.06 Resolution of Employee Dismissal or Suspension Disputes 8
9.07 Deviation from Grievance Procedure 8
ARTICLE 10 – ARBITRATION 8
10.01 Authority of the Arbitrator 8
10.02 Notification 8
10.03 Expenses of the Arbitrator 8
10.04 Waiver of Time Limits 9
10.05 Expedited Arbitration 9
ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT 9
11.01 Restriction of Employee Status 10
11.02 Regular Full-Time Employees 10
11.03 Regular Part-Time Employees 10
11.04 Casual Employees 10
ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS 17
12.01 Definition 17
12.02 Anniversary Date 17
12.03 Increments 17
ARTICLE 13 – SENIORITY 17
13.01 Definition 17
13.02 Seniority – Maintained and Accumulated 17
13.03 Employment in Excluded Positions and Within Other Bargaining Units 18
13.04 Seniority Lists 18
ARTICLE 14 – PROBATIONARY PERIOD 19
ARTICLE 15 – TERMINATION OF EMPLOYMENT 19
15.01 Employee Termination 19
15.02 Waiver of Notice 19
15.03 Notice – Penalty 19
15.04 Employer Terminations 19
ARTICLE 16 – EMPLOYEE EVALUATION 20
16.01 Evaluations 20
16.02 Employee Rights 20
16.03 Records Removed 20
ARTICLE 17 – VACANCY POSTINGS 20
17.01 Postings 20
17.02 Temporary Appointments 21
17.03 Temporary Positions 21
17.04 Regular Float Positions 21

17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status 22
17.06 Posting of Successful Candidate 22
ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS 22
18.01 First Consideration 22
18.02 Filling Vacancies 22
18.03 Qualifying Period 22
18.04 Orientation and Training 23
18.05 Returning to Formerly Held Position 23
18.06 Salary on Promotion 23
18.07 Increment Anniversary Date 23
18.08 Temporary Assignment to a Lower Rated Position 24
18.09 Voluntary Demotion 24
ARTICLE 19 – LAY-OFF & RECALL 24
19.01 Displaced Employees 24
19.02 Advance Notice 26
19.03 Benefits Continued 27
19.04 Recall 27
19.05 Recall Period 28
19.06 Leaves of Absence 28
ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION 28
20.01 Technological Policy 28
20.02 Technological Displacement 28
20.03 Wages on Reassignment 29
20.04 Lay-Off Due to Technological Change 29
ARTICLE 21 – CREATION OF NEW POSITION 29
21.01 Employer Notice 29
21.02 Implementation 29
ARTICLE 22 – CHANGE IN CLASSIFICATION 30
22.01 Employer Notice 30
22.02 Implementation 30
22.03 Employee Grievance 31
ARTICLE 23 – JOB DESCRIPTIONS 31
ARTICLE 24 – JOB CLASSIFICATION AND PAY EQUITY PROCESS 31
ARTICLE 25 – WORK SCHEDULES 31
25.01 Master Work Schedule 31
25.02 Determination of Work Schedules 31
25.03 Posting of Work Schedules 32

25.04 Requirements of Work Schedules 32
25.05 Insufficient Notice 32
25.06 Voluntary Shift Exchange 32
25.07 Leave of Absence Refused 33
25.08 Three Different Shifts Worked (Where operations are on a twenty-four (24) hour continuous basis) 33
ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS 33
26.01 Hours of Work 33
26.02 Consecutive Hours of Work 33
26.03 Meal Periods 33
26.04 Rest Periods 34
26.05 On-Call Time 34
26.06 Standard/Daylight Savings Time Change 34
ARTICLE 27 – OVERTIME 34
27.01 Definition 34
27.02 Authorization 34
27.03 Employee's Right to Decline Overtime 35
27.04 Application 35
27.05 Overtime Pay Calculation 35
ARTICLE 28 – SHIFT PREMIUM AND WEEKEND PREMIUM 36
28.01 Application 36
28.02 Shift Premium 36
28.03 Weekend Premiums 36
28.04 Super Shift Premium 36
ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN 37
29.01 Definitions 37
29.02 Application 37
29.03 On-Call 37
29.04 Call-Back 37
29.05 Application of Call-Back 38
29.06 Call-Back Travel Allowance 38
29.07 Call-In 38
29.08 Insufficient Off-Duty Hours 38
ARTICLE 30 – RESPONSIBILITY PAY 38
ARTICLE 31 – NON-DISCRIMINATION 39
ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM 39
32.01 Joint Occupational Health and Safety Committee 39
32.02 Medical Examinations 40

32.03 Safe Workplace 40
32.04 Transfer of Pregnant Employees 40
32.05 Provision for Immunizations 40
32.06 Workload 40
ARTICLE 33 – LEAVE – COMPASSIONATE 41
33.01 Application 41
33.02 Leave – With Pay 41
33.03 Leave – Without Pay 41
ARTICLE 34 – LEAVE – COURT APPEARANCE 41
ARTICLE 35 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS 41
35.01 Transfer of Function 41
35.02 In-Service Programs 42
35.03 General Education Programs 42
ARTICLE 36 – LEAVE – ELECTIONS 42
ARTICLE 37 – LEAVE – GENERAL 43
37.01 Application 43
37.02 Notice 43
37.03 Increments 43
ARTICLE 38 – MATERNITY AND PARENTAL LEAVE 43
38.03 Benefits Continuation 44
38.04 Notice Requirement 44
38.05 Return to Employment 45
38.06 Bridging of Service 45
38.07 Casual Employees 45
ARTICLE 39 – LEAVE – PAID HOLIDAYS 46
39.01 Paid Holiday Entitlement 46
39.02 Payment for Paid Holidays 46
39.03 Work On A Paid Holiday 46
39.04 Premium Rates of Pay 47
39.05 Paid Holiday Coinciding With A Rest Day 47
39.06 Paid Holiday Coinciding With A Vacation 47
39.07 Scheduling of Paid Holidays 47
ARTICLE 40 – LEAVE – PROFESSIONAL MEETINGS 48
ARTICLE 41 – LEAVE – PUBLIC OFFICE 48
ARTICLE 42 – LEAVE – SICK 48
42.01 Accumulation 48
42.02 Payment 48
42.03 Proof of Sickness 48

42.04 Benefits Accrue 49
42.05 Notice Required 49
42.06 Expiration of Sick Leave Credits 49
42.07 Leave – WorkSafe BC 49
42.08 Enforceable Legal Claim 50
42.09 Appointments 50
42.10 Six Months Service 50
42.11 Cash-In of Sick Leave Credits 50
42.12 Sick or Injured Prior to Vacation 50
42.13 Voluntary Treatment 50
ARTICLE 43 – LEAVE – SPECIAL 51
43.01 Accumulation 51
43.02 Application 51
ARTICLE 44 – LEAVE – UNION 52
44.01 Union Leave of Absence 52
ARTICLE 45 – LEAVE – VACATION 53
45.01 Vacation Entitlement 53
45.02 Terminating Employees 54
45.03 Scheduling of Vacation 54
45.04 Vacation Entitlement Earned During Vacation 55
ARTICLE 46 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE 55
46.01 Medical Coverage 55
46.02 Extended Health Care Coverage 55
46.03 Dental Coverage 56
46.04 Dependents 56
46.05 Long-Term Disability Insurance Plan 56
46.06 Group Life Insurance Plan 56
ARTICLE 47 – WORKSAFE BC 57
ARTICLE 48 – EMPLOYMENT INSURANCE 57
48.01 Coverage 57
48.02 Rebates 57
ARTICLE 49 – PENSION PLAN 57
49.01 Municipal Pension Plan 57
49.02 58
ARTICLE 50 – EXEMPT AND SAVE HARMLESS 58
ARTICLE 51 58
ARTICLE 52 – PREVIOUS EXPERIENCE 58

52.01 Regular Employees 58
ARTICLE 53 – QUALIFICATION DIFFERENTIAL 58
53.01 Special Clinical Preparation 58
53.02 CHA/CNA and BCIT Courses 59
53.03 Registered Psychiatric Nurse 59
53.04 University Preparation 59
53.05 Baccalaureate Degree 59
53.06 Master's Degree 59
53.07 Multiple Payments Prohibited 59
53.08 Approval of Qualifications 59
ARTICLE 54 – SEVERANCE ALLOWANCE 60
54.01 Eligibility for Severance Allowance 60
54.02 Severance Allowance Entitlement 60
54.03 Portability of Service for Severance Allowance Purposes 60
54.04 Service 60
ARTICLE 55 – PAYMENT OF WAGES 60
55.01 Wages 60
55.02 Retroactive Pay and Benefits 61
55.03 Pay Days 61
55.04 Statement of Wages 61
ARTICLE 56 – GENERAL CONDITIONS 62
56.01 Use of Personal Vehicle on Employer's Business 62
56.02 Personal Property Damage 62
56.03 Laundry 62
56.04 Registration 62
ARTICLE 57 – AMENDMENTS 63
ARTICLE 58 – PROFESSIONAL RESPONSIBILITY CLAUSE 63
ARTICLE 59 – EFFECTIVE AND TERMINATING DATES 63
ARTICLE 60 – WAGE SCHEDULE CLASSIFICATIONS 64
ARTICLE 61 – WAGE SCHEDULES 65
APPENDIX A 67
MEMORANDUM OF UNDERSTANDING 67
LONG-TERM DISABILITY INSURANCE PLANS 67
APPENDIX B 76
MEMORANDUM OF UNDERSTANDING 76
EARLY SAFE RETURN TO WORK 76
APPENDIX C 78
MEMORANDUM OF UNDERSTANDING 78

OCCUPATIONAL HEALTH & SAFETY 78
APPENDIX D 78
MEMORANDUM OF UNDERSTANDING 78
ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE 78
APPENDIX E 79
MEMORANDUM OF AGREEMENT 79
STANDARDS FOR MEASURING NURSE WORKLOAD AND 79
APPLICATION OF NURSE STAFFING PLANS IN BRITISH COLUMBIA 79
APPENDIX F 80
MEMORANDUM OF UNDERSTANDING 80
INCENTIVE PAYMENT FOR PRE AND POST-RETIREES 80
APPENDIX G 81
MEMORANDUM OF UNDERSTANDING 81
WORKSAFE BC LEAVE 81
APPENDIX H 81
LETTER OF UNDERSTANDING 81
NEW GRADUATES: MENTORSHIP PROGRAM 81
APPENDIX I 82
MEMORANDUM OF UNDERSTANDING 82
JOB SHARING 82
MEMORANDUM OF AGREEMENT #1 84
RE: Article 25.04 – Hours of Work – Fixed Shifts 84
MEMORANDUM OF AGREEMENT #2 85
RE: Job Security – No Contracting Out 85
MEMORANDUM OF AGREEMENT #3 86
RE: WAGE RE-OPENER UPON TERMINATION OF WAGE LEVELLING 86

ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.01 Preamble

A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.

B) 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 37 – Leave – General.)

D) For the purpose of calculating benefits the base day will be seven point five (7.5) hours.

1.02 Definitions

CALENDAR DAY means a twenty-four (24) hour period ending at midnight.
CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.
CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to the BC Nurses' Union
COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year.
DAY SHIFT means a shift in which the major portion occurs between 0730 and 1530 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 Belvedere Seniors Living operating as Belvedere Care Centre.
EVENING SHIFT means a shift in which the major portion occurs between 1530 and 2330 hours.
HEAD OFFICE OF THE ASSOCIATION means the head office of the British Columbia Nurses' Union.
HEAD OFFICE OF THE UNION means the head office of the BC Nurses' Union
NIGHT SHIFT means a shift in which the major portion occurs between 2330 and 0730 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 any Union included in the Nurses' Bargaining Association as the context requires, unless otherwise specifically stated.
UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.
WORKSITE means Belvedere Care Centre.
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 quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia 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.

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

(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 interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the Presidents of the Unions to have access to union members to conduct union business.

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

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

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

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

6.07 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 Collective 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 Collective Agreement.

6.08 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect 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 a reasonable opportunity to talk to new employees. 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 for each Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

Where there are fewer than four (4) nurses employed at a worksite, then the number of Union and management representatives may be limited to one each with an alternate.

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

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

8.04 Purpose of the Committee
In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe nursing practice. 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 Preamble
If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

The parties recognize that they have a common interest in resolving 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. The provision of information and documents does not affect the rights of the parties at arbitration.

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

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 as set out in Article 9.06 and disputes under Article 9.03 or 9.07.

For the purposes of this Article, "Employer" means a person designated by the Employer to receive grievances. The phrase "the above expression of the parties' common interest" refers to the principle set out in the second paragraph of Article 9.01.

Step 1

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

Step 2

(A) If the grievance is not resolved through the Step 1 meeting, the Union may submit a written grievance to the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1. The grievance must be submitted on the common grievance form, with all the information required by the form.

(B) Following receipt of the written grievance, the Employer will provide a written response to the Union within seven (7) calendar days. The response must outline the basis upon which the grievance has been denied. The Union and the Employer will exchange legally permissible relevant documents, in accordance with the above expression of the parties' common interest, and then meet within a further twenty-one (21) calendar days, or as agreed by the parties, to discuss the grievance and attempt to resolve the issue(s).

(C) Within a further seven (7) calendar days of the Step 2 meeting, if the grievance is not resolved, the Employer must provide a written response to the Union in accordance with the above expression of the parties' common interest.

(D) The Union must refer its grievance to arbitration within ninety (90) calendar days after the Union receives the Employer's written response under Article 9.02(c).

A settlement of a grievance under Article 9.02 is without prejudice in any other grievance or arbitration unless the Union and Employer agree in writing that the settlement is with prejudice.

9.03 Employer Policy Dispute

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

9.04 Application of Arbitration Decisions

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

9.05 Amending Time Limits Error! Bookmark not defined.

If the time limits in Articles 9.02, 9.03 and 9.06 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits or as otherwise ordered by an arbitrator. Both parties will endeavour to

meet the timelines, however, where it is not possible for one party to do so, agreement to extend the timeline will not be unreasonably withheld by the other party.

9.06 Resolution of Employee Dismissal or Suspension Disputes

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

Step 1

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

Step 2

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

9.07 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 1 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 Authority of the Arbitrator

A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator as determined by (C and D) below. Such arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

B) The arbitrator shall issue a decision which shall be final and binding upon the parties.

C) A single arbitrator shall be used for grievances filed under Article 9.02 or 9.03.

D) The arbitrators, who shall act as sole arbitrator, shall be: Jitesh Mistry, Randy Noonan, Tonie Beharrell, Jessica Gregory, Chris Sullivan or another mutually agreed-to arbitrator.

10.02 Notification

A) The party requesting arbitration under Article 9.02 or 9.03 shall notify the other party of its intent to arbitrate and its proposed arbitrator except where the grievance procedure is included within the category of grievances scheduled for expedited arbitration under Article 10.05.

B) The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Registrar of the Labour Relations Board to make the appointment.

C) The party referring a grievance to expedited arbitration under Article 10.05 shall notify the other party of its referral.

10.03 Expenses of the Arbitrator

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

10.04 Waiver of Time Limits

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

10.05 Expedited Arbitration

A) All grievances shall be considered suitable for expedited arbitration except grievances relating to:
   (1) Dismissals
   (2) suspensions in excess of five (5) days
   (3) grievances filed under Article 9.03 or 9.07
   (4) grievances where a party intends to raise a preliminary objection

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

B) As the process is intended to be informal, the parties will use their staff to present their case.

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. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (E).

E) The decision of the arbitrator is to be completed within 3 working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.

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 settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.

H) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary.

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

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

K) The expedited arbitrators, who shall act as sole arbitrators, shall be: Jitesh Mistry, John Hall, Joan Gordon, Chris Sullivan, Jessica Gregory, and Tom Hodges or another mutually agreed-to arbitrator.

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 25.03 – Posting of Work Schedules)

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

11.01 Restriction of Employee Status

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

11.02 Regular Full-Time Employees

A) **Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 26.01 - Hours of Work.

B) **Benefit Entitlement**

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

C) **Seniority**

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

11.03 Regular Part-Time Employees

A) **Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of fourteen point four (14.4) hours or equivalent per week but less than the full hours as provided in Article 26.01- 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. (Reference Article 12 - Anniversary Date and Increments; Reference Article 46 - 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
(2) Vacation relief
(3) Leave of absence relief
(4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments)
(5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes
(6) Paid holiday relief
(7) Overtime owing relief
(8) Maternity leave relief

B) **Off Duty Rights**

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

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

C) **Letter of Appointment**

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

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

(2) **General Availability**

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

(3) **Short-Term Availability**

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

(4) **New Qualifications**

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

(5) **Orientation**

The Employer will provide casual employees with orientation.

D) **Casual Register**

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

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

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

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

(1) The Employer shall offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority providing the casual employee:

- has the qualifications and capabilities to perform the work being relieved; and

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

(2) Exceptions to the above may occur to address the need to consolidate the skills of new graduates as per the Letter of Understanding on New Graduates. (see Appendix "K")

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

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

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

(5) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (i) above.

(6) **Telephone Call-In**

- 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.
- The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E) (i). The Employer shall permit the telephone to ring a minimum of eight (8) times.
- 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.

- In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.

(7) **Electronic Call-Out**

Effective April 2022 or at a date when the Employer text system is available (Employer shall provide employees two weeks advance notice prior to effective date):

- A casual employee may submit a text number and indicate their preference of how they wish to be contacted for relief work (by text or phone).
- When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone. Employees without text options registered shall be called as per (6) above at the phone number provided. Regardless of text or phone, the Employer shall offer the work in order of seniority.
- The Employer shall commence by phoning/texting a group of employees in the registry. Those employees working at the time the shift is being called-out will be contacted in person at the unit/department of work.
- Casual employees contacted by text shall respond within the following time frames:
  - For shifts required for work within twenty-four hours – ten (10) minutes
  - For shifts required within twenty-four to seventy-two hours – one (1) hour
  - For shifts required greater than seventy-two hours' notice – two (2) hours

Following this process, the most senior available casual who accepted the work will be awarded the shift(s), regardless if they were contacted by phone or text.

- Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be contacted again as per above.
- All text messages as per the above shall be recorded in a logbook maintained for the purpose which shall show the name of the employee contacted, the time of the text, the job/work required, the response of the employee (accept, decline, failure to respond, message left), and the signature of the person who sent the text. In the event of a dispute, the Union shall have reasonable access to the logbook and shall be entitled to make copies.
- A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
- All electronic communications regarding relief work shall include the following in the message:
  - Time of the electronic call-out
  - Details of relief work being offered, including date, location, and shift times; and
  - Any electronic or voicemail messages left shall not include any information that could result in a breach of privacy (i.e.: “Lucy called in sick”)

(8) A block of work is defined as the shifts between regular days off, or, if mutually agreeable at the local level, any combination of shifts.

ii) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E) (i) by the Employer.

iii) 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**

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

ii) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1879.2) worked for the Employer at the increment step and for another health care employer signatory to the Collective Agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.

(1) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.

(2) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(ii) (2) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1879.2 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.

iii) A regular employee who terminates her employment and is re-employed by the Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

iv) When a casual employee applies for and receives a regular position in the worksite in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 52 (Previous Experience) whichever is higher, and shall advance to the next increment on her anniversary date of employment.

G) **Benefit Entitlement**

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

b) **Vacation Pay and Paid Holidays**
Casual employees shall receive twelve point six percent (12.6%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

c) **Other Benefits**
Casual employees shall be paid any earned shift premium, special allowance, overtime, on-call, call-back and call-back travel allowance pay, isolation allowance, and premium pay for work on a paid holiday.

The provisions of Article 55 - Payment of Wages, Article 60 - Wage Schedule Classifications, Article 61 - Wage Schedules, and Article 6.05 - Superior Benefits, apply to casual employees.

d) **Health and Welfare Coverage**

i) **Benefit Entitlement**

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

(1) In order to be eligible, casuals, once enrolled in the plan, must have worked 939.6 hours with the Employer during the yearly period October 1 to September 30.

(2) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.

(3) Employees failing to attain 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.

(4) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

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

i) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the eight (8%) vacation benefit is not to be paid out on every payday but accrued instead;

ii) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 42.01 and be entitled to take such accrued sick leave in accordance with Article 42.02; and

iii) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(G)(d)(i) above for the period subsequent to the first 31 days of the position. After the casual employee has filled the position for a period of 4 months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(G)(d)(i) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

i) The regular incumbent returns to the position; or

ii) The casual employee is no longer working in the posted position.

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

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 (1879.2) hours per year.

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

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

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

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

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

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

I) **Overtime Pay**

a) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:

i) The hours of work in one day exceed either:
(1) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or
(2) the length of the extended shift offered and accepted.

ii) For any shifts worked in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.

iii) For any shifts worked in excess of six (6) consecutive shifts where the shift length is between seven point two (7.2) and eight (8) hours.

iv) For any shifts worked in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.

v) For any shifts worked in excess of 6 consecutive shifts where four (4) or more of the six (6) are between seven point two (7.2) and eight (8) hours in length.

b) Overtime for shift care and client specific nursing assignments will be payable in accordance with current practice. (Reference Article 11.04(A)(5) and 11.04(A)(9)).

J) **Probationary Period**

Newly hired casual employees will be probationary during their first three (3) months of employment

or four hundred and sixty-eight (468) hours worked, whichever is greater.

K) **Employer Approved Education Programs**
Casual employees attending Employer approved education programs paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of one hundred and fifty-six (156) hours at the employee's regular hourly rate, must return to work at the same Employer or other Employer covered by the Collective Agreement for one (1) year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS

12.01 Definition
Increment step means the annual gradation of wages within a classification as set out in Article 60 - Wage Schedule Classifications.

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

12.03 Increments
A regular employee shall be entitled to increments based on a year's length of service subject to Article 37 - 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 1879.2 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.

A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual up to a maximum of the annual full-time equivalent 1879.2 hours per year.

13.02 Seniority – Maintained and Accumulated
Seniority shall be maintained and accumulated under the following conditions:
A) while in receipt of WorkSafe BC benefits (wage loss replacement and rehabilitation benefits);

B) absence due to maternity leave as provided for in this Agreement;

C) absence due to any paid leave for the period of the leave;

D) absence due to the conduct of Union business;

E) absence due to lay-offs, for the first twenty (20) work days;

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

G) absence while on a long-term disability claim (including the qualifying period).

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

13.03 Employment in Excluded Positions and Within Other Bargaining Units

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

B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority. The maximum term of any such substitution in an excluded position shall be no greater than twenty-four (24) months in length unless otherwise agreed to with the Union.

13.04 Seniority Lists

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

The seniority list shall contain the following information:

i) name;
ii) status (regular full-time, regular part-time, casual);
iii) wage schedule classification;
iv) start date;
v) total hours for casuals;
vi) job titles;
vii) worksite;
viii) 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) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.

C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.03 - Scheduling of Vacation.

D) Provided that twenty-eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) 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 Notice – Penalty

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

15.04 Employer Terminations

A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 - Resolution of Employee Dismissal or Suspension Disputes.)

B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 - Grievances and Article 10 - Arbitration.)

ARTICLE 16 – EMPLOYEE EVALUATION

16.01 Evaluations
Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than every two (2) 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, and such objection shall be retained by the Employer with the evaluation.

B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.

C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

16.03 Records Removed
A) 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 the suspension.

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

B) Letter of Expectation
Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed thirty-six (36) months after the date of the letter.

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

ARTICLE 17 – VACANCY POSTINGS

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

B) The Employer will post all Level 1 without the requirement for a BScN degree.

Where the Employer determines that a Level 2 position requires a BScN degree, the position will be posted with a notification that states the Employer will equally consider an equivalent combination of education, training and experience.

C) The Employer agrees to post notices at least seven (7) calendar days in advance of selection.

D) The Employer may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings.

When the Employer utilizes electronic job postings only:

a) A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite.

b) Employers will ensure that employees will have reasonable access to electronic posting information.

17.02 Temporary Appointments

A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed 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 six (6) 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) 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 Article 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 Regular Float Positions

Where the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A) the Employer will establish float positions. To ensure the full utilization of these float positions, the Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article

17.01 Postings.

A float nurse is a regular employee who is utilized for work as defined in Article 11.04(A) on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite.

17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status

A) Where an increase or decrease in hours is required, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in 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.

17.06 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.

The parties recognize the potential benefit of expediting the filling of vacancies. When an employee has applied for postings that are equivalent to their current position, the employer may determine that no interview/assessment process shall be required, and the position shall be awarded based on seniority.

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 17.06 – 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 promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, she shall be returned to her previously held position.

18.04 Orientation and Training

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

Orientation shall include:

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

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

18.05 Returning to Formerly Held Position

A) **From Outside of Bargaining Unit**

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

B) **From Within Bargaining Unit**

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

C) **Other Employees Affected**

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

18.06 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of two hundred dollars ($200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

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

18.07 Increment Anniversary Date

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

18.08 Temporary Assignment to a Lower Rated Position
If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

18.09 Voluntary Demotion
An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

ARTICLE 19 – LAY-OFF & RECALL

Provisions of this Article (and Article 13 - Seniority) based on decisions B232/2002, B274/2002 and B8/2003 of the Labour Relations Board of British Columbia are included for clarity only and are not intended to either expand or restrict the rights provided by those decisions.

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

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

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

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

B) **Displaced Employees' Options**

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

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

At the end of the seven (7) day period noted above, or earlier if it is agreed that no comparable worksite bump is available per Article 19.01(B) (c) (iii) prior to that time, the displaced employee will have a further seven (7) calendar days to notify the Employer in writing of the position they have chosen under Article 19.01 (B) (c) (iv).

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

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

a) **Vacancies**

i) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for two (2) months prior to the issuance of displacement notices.

ii) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

b) **Unfilled Vacancies**

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

c) **Bumping**

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

ii) Displaced employees will choose a position to bump into by designating:
(1) the FTE;
(2) the unit/ward/program (program for community nurses only); and
(3) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.
They will then bump to the position held by the junior employee with the designated

FTE, shift pattern and unit/ward/program (program for community nurses only). Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 19.01(B).

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

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

v) **Severance Allowance**
A laid-off employee shall be entitled to severance allowance pursuant to Article 55.

C) **Displacement Processes**

a) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.

b) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.

c) An employee selecting or bumping into a position under Article 19.01(B) (a), 19.01(B) (b) or 19.01(B) (c) shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid off.

d) Any change in position under Article 19.01(B) (c) shall not result in a promotion unless agreed upon between the Union and the Employer.

e) A displaced employee filling a lower rated position under Article 19.01(B) (a), (b) or (c) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

19.02 Advance Notice

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

A) **Regular Full-Time Employees**

a) less than five (5) years' service – twenty-eight (28) calendar days' notice
or
regular pay for twenty (20) work days;

b) minimum of five (5) years' but less than ten (10) years' service – forty (40) calendar days' notice
or
regular pay for thirty (30) work days;

c) more than ten (10) years' service – sixty (60) calendar days' notice
or
regular pay for forty (40) work days.

B) **Regular Part-Time Employees**
Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month *(excluding overtime) x **(work days) in lieu of notice}}{\text{(156.6 hours)}}$$

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

** Entitlement as in (A) (a), (b) or (c).

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

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

19.03 Benefits Continued

A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 37 – 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 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 - Postings. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.

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

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

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

ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION

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

20.02 Technological Displacement
A) **Employee Notified**
Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

B) **Union Notified**
a) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.

b) 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 10 – Arbitration.

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

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

ARTICLE 21 – CREATION OF NEW POSITION

21.01 Employer Notice
If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 - Wage Schedules and shall provide a copy of the new job description to the Union, pursuant to Article 23 – Job Descriptions.

21.02 Implementation

A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

B) **Job Classification Review Procedure**

a) Where the Union has initiated the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representatives.

b) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 21.02 (B) (a), representatives of the Union and the Employer shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.

c) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Joan Gordon, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B) (b)) as the parties in determining the appropriate classification/wage level for the job in question.

d) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the Employer to present cases, and the award will be issued within thirty (30) days of the hearing.

The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

C) If the Union objects to the wage structure established by the Employer and by negotiation or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employee's date of employment in the new position.

ARTICLE 22 – CHANGE IN CLASSIFICATION

22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 – Wage Schedule and shall provide a copy of the new job description to the Union pursuant to Article 23 – Job Descriptions.

22.02 Implementation

A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

B) **Job Classification Review Procedure**

a) Upon initiation of the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representative.

b) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 22.02 (B) (a) – Change in Classification (Implementation), representatives of the Union shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.

c) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Joan Gordon, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B) (b)) as the parties in determining the appropriate classification/wage level for the job in question.

d) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the Employer to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/ wage level of the job.

e) If the Union objects to the wage structure established by the Employer, and through negotiations or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.

22.03 Employee Grievance

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 22.02(B) above shall be utilized.

ARTICLE 23 – 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, worksite, 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 24 – JOB CLASSIFICATION AND PAY EQUITY PROCESS

The parties agree to the principles of pay equity.

ARTICLE 25 – WORK SCHEDULES

25.01 Master Work Schedule

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

25.02 Determination of Work Schedules

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

B) Mutual Agreement means a common understanding between the Employer and the nurses to the determination of a work schedule. Where mutual agreement cannot be achieved, the Employer may take unilateral action but only after the following six steps:

(1) The Employer must give the nurses a clear and detailed outline of what it wishes to do.
(2) The Employer must have good reason(s) for making the proposal in the first place, and it must express the reason(s) to the nurses and be prepared to engage in dialogue with respect thereto.
(3) The Employer must invite a reply from the nurses and it must give the nurses a reasonable opportunity to formulate a reply and to make their own proposal(s).
(4) The Employer must give *bona fide* consideration to any proposals which the nurses might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives.
(5) The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision.

(6) Where the parties have not reached mutual agreement within ninety (90) days at the presentation of the changed work schedule, the Employer shall have the right to implement such schedule.

25.03 Posting of Work Schedules

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

25.04 Requirements of Work Schedules

A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work. (Reference MOA #1 – Hours of Work - Fixed Shifts)

B) The employee may request in writing to work fixed evening or night shift.

C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.

D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.

E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.

F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 – Definitions.)

25.05 Insufficient Notice

Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change. (Reference Article 39.04(D) - Changes in Schedule with Insufficient Notice.)

25.06 Voluntary Shift Exchange

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

A) prior approval of exchange is given by the employee's Resident Services Manager or designate. Such approval shall not be unreasonably withheld; and

B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place, and

C) Regular employees may exchange shifts with casual employees with scheduled shifts; and

D) Wherever possible, employees will give forty-eight (48) hours' notice of shift exchange to the Resident Services Manager or designate.

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

(Article 33 – Leave – Compassionate, Article 34 – Leave – Court Appearance, and Article 42 – Leave – Sick, do not apply.)

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

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

B) On implementation of revised work schedules as outlined in 25.04(A) regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

26.01 Hours of Work
There shall be an average of thirty-six (36) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of thirty-six (36) hours per week. The normal daily full shift hours shall be seven point five (7.5) hours except for existing positions whose normal daily full shift hours are seven point two (7.2) hours. Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than seven point five (7.5) hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 25.02 – Determination of Work Schedules).

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

26.02 Consecutive Hours of Work
The daily hours of work for each employee shall be consecutive. Employees subject to a flexible work schedule arrangement may work a split shift, where the employee requests a split shift and the Employer agrees.

26.03 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, Article 26.03(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:
   a) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;

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

   c) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (b) 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 27 - Overtime.

26.04 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.

26.05 On-Call Time
Hours of work shall not include on-call time.

26.06 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 27 – OVERTIME

27.01 Definition
A) 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 26.01 - Hours of Work.

B) For employees working a flexible schedule pursuant to Article 25.04 – Requirements of Work Schedules – Fixed Shifts, overtime means authorized work performed in excess of one hundred and forty-four (144) hours in a designated four (4) week period, which shall be compensated at the rate of time and one-half of the employee's regular rate of pay. It is understood that every reasonable effort will be made to schedule earned time off within the proposed schedule. Notwithstanding the paragraph above, in the event that an employee is unable to do so, it will be carried over to the next four (4) week period where it shall be scheduled off at a mutually agreeable time.

27.02 Authorization
The Employer shall advise the employees of the names or the positions authorized to approve overtime,

and shall advise each employee, upon request, of all overtime due to the employee.

27.03 Employee's Right to Decline Overtime

A) **General Rights**

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

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

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

27.04 Application

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

B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.

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

27.05 Overtime Pay Calculation

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

A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
   a) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 - Hours of Work;

   b) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 26.01 - Hours of Work.

B) Overtime at the rate of double (2x) time shall be paid on the following basis:
   a) for all hours in excess of those worked in (A) (a) above;

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

   c) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
      i)
         (1) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
         (2) In excess of 6 consecutive shifts where the shift length is between seven point two (7.2) and eight (8) hours.

(3) In excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
(4) In excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point two (7.2) and eight (8) hours in length.

ii) more than two hundred and sixteen (216) straight time hours over the course of three (3) consecutive bi-weekly pay periods.

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

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

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

ARTICLE 28 – SHIFT PREMIUM AND WEEKEND PREMIUM

28.01 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.

28.02 Shift Premium
The evening shift premium shall be eighty cents ($0.80) per hour effective upon date of union ratification (January 19, 2026).
One dollar ($1.00) effective January 1, 2027.
One dollar and ten cents ($1.10) effective January 1, 2028.

The night shift premium shall be three dollars and sixty cents ($3.60) per hour effective upon date of union ratification (January 19, 2026).
Three dollars and seventy cents ($3.70) per hour effective January 1, 2027.
Three dollars and eighty cents ($3.80) per hour effective January 1, 2028.

28.03 Weekend Premiums
An employee shall be paid a weekend premium for each hour worked between 2300 hours Friday and 2300 hours Sunday.
Two dollars and twenty cents ($2.20) per hour effective upon date of union ratification (January 19, 2026).
Two dollars and thirty cents ($2.30) per hour effective January 1, 2027.
Two dollars and fifty cents ($2.50) per hour effective January 1, 2028.

28.04 Super Shift Premium
An employee shall be paid a super shift premium of one dollar ($1.00) per hour for each hour worked

between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN

29.01 Definitions

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

B) Call-back means the period during which an employee is scheduled off-duty and is either:
   i) on-call and reports to duty at the Employer's request, or

   ii) not on-call and returns to duty, at the Employer's request, after the completion of her shift.

C) 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.

29.02 Application

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

29.03 On-Call

A) **Premium**
An employee on-call shall be paid premium of three dollars and seventy-five cents ($3.75) per hour for the first seventy-two (72) hours on-call in a calendar month. Thereafter, the employee shall receive four dollars and twenty-five cents ($4.25) per hour.

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

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

29.04 Call-Back

A) **Compensation**
Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 – Overtime Pay Calculation for each separate call-back.

B) **Call-Back on a Paid Holiday**
An employee receiving the on-call premium specified in Article 29.03 – On-Call and who is called back to work on any of the paid holidays listed in Article 39 – Leave-Paid Holidays shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

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

29.05 Application of Call-Back

A) **Functions of Employee on Call-Back**
Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.
What

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

29.06 Call-Back Travel Allowance

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

A) current CRA mileage rate per kilometer;
OR
B) where public or private transportation facilities are not available, taxi fare from home to work and return.

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

29.07 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.

29.08 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 30 – RESPONSIBILITY PAY

An employee designated for a minimum of one full shift to relieve in a higher rated position within the bargaining unit, or a DC1 level general duty nurse designated in charge of a ward, unit or worksite at any time during a shift shall be paid an allowance of one dollar and thirty-five cents ($1.35) per hour for the

entire shift effective upon date of union ratification (January 19, 2026).
One dollar and fifty cents ($1.50) effective January 1, 2027.
One dollar and sixty cents ($1.60) effective January 1, 2028.

ARTICLE 31 – 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.

ARTICLE 32 – 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 WorkSafe BC 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 WorkSafe BC, providing the address, phone number, and website for WorkSafe BC.

32.01 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 for each Employer covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

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

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

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

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health

and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

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

32.02 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.

32.03 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) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

C) 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.

D) 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.

32.04 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.

32.05 Provision for Immunizations

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

B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

32.06 Workload

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

a) investigate the difference;
b) define the issue in the difference; and
c) make written recommendations to resolve the differences.

ARTICLE 33 – LEAVE – COMPASSIONATE

33.01 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, step-child**,** parent **(**or alternatively step-parent), brother, sister (or alternatively step-brother or step-sister), mother-in-law, father-in-law, grandparents, grandchild, legal guardian and a relative permanently residing in the employee's household or with whom the employee permanently resides.

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for three (3) work days.

Up to two (2) additional days with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

33.03 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. (Reference Article 43 - Leave – Special.)

ARTICLE 34 – LEAVE – COURT APPEARANCE

A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.

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

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

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

ARTICLE 35 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS

35.01 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.

35.02 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.

35.03 General Education Programs

A) **Employer Requested Leave**

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, necessary travelling and subsistence expenses. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

B) **Duration and Expenses**

A regular employee shall 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) **Employee Requested Leave**

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed nine (9) days of Employer contribution in any two (2) year period.

D) **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.

E) **Employer Approved Education Programs**

Regular employees attending Employer approved education programs where the Employer pays one hundred and fifty-six (156) hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Collective Agreement for one (1) year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

ARTICLE 36 – LEAVE – ELECTIONS

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours for Federal Elections and three (3) consecutive hours for Provincial Elections free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

ARTICLE 37 – LEAVE – GENERAL

37.01 Application

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

Article 44.01 (G) - Union Leave of Absence, shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

37.02 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.

37.03 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 38 – MATERNITY AND PARENTAL LEAVE

38.01 Maternity and Parental Leave – Birthing Parent

A) **Maternity Leave**

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

B) **Parental Leave**

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

C) **Special Circumstances**

(1) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under (A) above.

A request for special circumstances leave pursuant to Article 38.01(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 (6) months of age at the time the child comes under the care of the employee, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

(3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 38.01 is limited to eighty-nine (89) weeks.

D) Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

E) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected birth date.

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

38.02 Parental Leave – Non-birthing Parent

A) **Parental Leave**
Upon written request, and within seventy-eight (78) weeks of the birth or placement of the child, a regular employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay.

B) **Special Circumstances**
If the new born or adopted child will be or is at least six (6) months of age at the time the child comes under the actual care and custody of the employee 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, a regular employee may apply for up to five (5) additional weeks parental leave without pay. The additional weeks must be taken immediately after the unpaid leave in Article 38.02(A) above. The combined parental leave and parental leave (special circumstances) cannot exceed sixty seven (67) weeks.

38.03 Benefits Continuation

A) For leaves taken pursuant to Article 38.01 and 38.02 the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 (Leave – General).

B) For the balance of the leaves taken pursuant to Article 38.01 and 38.02, 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.

C) Any further leave granted will be unpaid leave without any benefits.

38.04 Notice Requirement

An employee shall make every effort to give four (4) weeks' notice prior to the commencement of a leave

of absence pursuant to Article 38.01 and 38.02, and at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

Notwithstanding the above, an adoptive parent will notify the employer when they are advised of the date of the adoptive placement. The employee shall furnish proof of adoption.

38.05 Return to Employment

A) An employee resuming employment after a leave of absence pursuant to Article 38.01 and 38.02 shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of their absence.

B) Notwithstanding Article 45, Vacations, Vacation Entitlement, and Vacation Pay shall continue to accrue while an employee is on leave pursuant to Articles 38.01 and 38.02. At the employee's discretion, vacation earned pursuant to this Article may be paid out, taken at the end of the leave, or carried over to the following year notwithstanding Article 45.04.

38.06 Bridging of Service

If a regular employee, who is employed for an Employer as defined in Article 1.02 of this Agreement, 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, the employee 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) This bridging of service will apply to an employee who is employed by an Employer party to this Collective Agreement and applies for and receives a regular position at the same worksite.
e) The employee must serve a three month probationary period.
f) An employee returning to work under this clause shall retain their former increment level and years of service for vacation purposes.

38.07 Casual Employees

Casual employees shall not be required to be available for shifts for up to seventy-eight (78) weeks following the birth or adoption of a child pursuant to Article 38.01 and 38.02. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for up to an additional eleven (11) weeks pursuant to Article 38.01(C) or 38.02(B). The employer shall not terminate casual employment for the duration of this period as a result of this Article.

Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the Employer with notice consistent with Article 38.05.

ARTICLE 39 – LEAVE – PAID HOLIDAYS

39.01 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
BC Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day
National Day for Truth & Reconciliation	

39.02 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:

$$\text{Days paid* per calendar year (excluding overtime)} \times \frac{\text{regular pay x thirteen (13)}}{261}$$

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

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

39.03 Work On A Paid Holiday

A) **Regular Employee**

a) A regular employee required to work New Year's Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, Boxing Day, BC Family Day, Labour Day, or Good Friday shall be paid at the rate of one and a half (1.5) times for all hours worked in the day, provided that Articles 27.05, 29.04, and 39.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of one and a half (1.5) times shall be paid for a shift when one-half (1⁄2) or more than one-half (1⁄2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of one and a half (1.5) times shall be paid for the total hours worked.

b) **Super Stats**

Employees who are required to work on Christmas Day shall be paid at the rate of two (2) times for the regular hours worked and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for the full shift when one-half (1⁄2) or more than one-half (1⁄2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two (2) times shall be paid for the total hours worked.

c) **Casual Employee**

A casual employee who works on a paid holiday listed in Article 39.03 (A)(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 39.03(A)(b) shall be paid two (2) times their rate of pay.

39.04 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 27.05 – Overtime Pay Calculation.)

B) **Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 29.04 - 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 39.01-Paid Holiday Entitlement as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate 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 ten (10) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

39.05 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.

39.06 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.

39.07 Scheduling of Paid Holidays

A) **Application**

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

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

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

C) **Sick Leave**

Where a regular employee has been on sick leave 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.

ARTICLE 40 – LEAVE – PROFESSIONAL MEETINGS

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

ARTICLE 41 – 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 37 - Leave – General.)

ARTICLE 42 – LEAVE – SICK

42.01 Accumulation

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

B) Regular full-time employees shall receive one point five (1.5) working days sick leave credits for each month of service. Regular full-time employees who are hired after BC Nurses' Union ratification date of November 22, 2017, shall receive one point two-five (1.25) working days sick leave credits for each month of service. Regular part-time employees shall have their sick leave pro-rated. There will be no change to sick leave for current employees and new employees hired prior to ratification date of November 22, 2017.

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

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 1.5}{156.6}$$

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

D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days.
Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1170 hours, no further credits shall be earned until the accumulated balance is reduced below 1170 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1170 hours.

42.02 Payment

Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized. Regular part-time employees shall receive their regular pay for scheduled work hours lost.

42.03 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.

A medical note, signed by any healthcare professional under ESA Regulations may be requested for any absences greater than five (5) consecutive days for the first two leaves within a calendar year. For subsequent leaves within the same calendar year, a doctor's certificate may be requested for each leave of more than three (3) consecutive workdays. All requests for a medical note must be consistent with the ESA Regulations.

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

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

42.06 Expiration of Sick Leave Credits
Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits. (Reference Article 37 - Leave – General and Appendix A – Long-Term Disability Insurance Plan.)

42.07 Leave – WorkSafe BC

A) **Entitlement to Leave**
An employee shall be granted WorkSafe BC leave with net pay in the event that the 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, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of WorkSafe BC 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 WorkSafe BC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WorkSafe BC arising from this claim. (See also Appendix "H")

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

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

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

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

42.08 Enforceable Legal Claim
If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, 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.

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

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

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

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

42.11 Cash-In of Sick Leave Credits
A) Employees leaving the work force on or after their fifty-fifth (55^{th}) birthday will be entitled to a cash payment equal to forty percent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.

B) The cash payout of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.

C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.

D) Employees who are dismissed for just cause shall not be entitled for a payout as contemplated in this article.

42.12 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.

42.13 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 42.06 – Expiration of Sick Leave Credits shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 43 – LEAVE – SPECIAL

43.01 Accumulation

An employee shall earn special leave credits with pay up to a maximum of twenty (20) days at the rate of one-half (0.5) day every four (4) weeks. Special leave shall be granted to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and forty-four (144) hours twenty (20) days X seven point two (7.2) hours) as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred and forty-four (144) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and forty-four (144) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred and forty-four (144) hours.

Effective upon date of union ratification (January 19, 2026), an employee shall earn special leave credits with pay up to a maximum of one hundred and forty-four (144) hours at the rate of three point seven five (3.75) hours every four (4) weeks.

43.02 Application

Special leave with regular day's pay shall be granted as follows:

A) marriage leave – five (5) days;

B) paternity leave – five (5) days;

C) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;

D) to assist an immediate family member who has a serious or potentially life threatening illness with obtaining health education related to the serious or potentially life threatening illness up to one (1) working day per calendar year;

E) leave of one (1) day may be added to three (3) days compassionate leave;

F) leave of one (1) day may be taken for travel associated with compassionate leave.

G) Adoptive leave – five (5) days.

H) leave of up to two (2) days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

I) Personal leave – one (1) day to attend to unplanned home emergencies where no other person is available to manage the situation.

ARTICLE 44 – LEAVE – UNION

44.01 Union Leave of Absence

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.

Where there are less than fifteen (15) regular employees at a workstation at the time the leave request is submitted, and subject to operational requirements, unpaid Union leave of absence will be granted to one employee for the purpose of conducting Union business. This would be an additional person on Union leave at worksites where the position of the Union President or Council member has been backfilled for the duration of their term of office.

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

A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.

B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.

C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.

D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.

E) selected by the Union or its members as a delegate to attend regional Bargaining Conference.

F) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite.

G) union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 37 – Leave - General.

H) an employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which 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 45 – LEAVE – VACATION

45.01 Vacation Entitlement

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

B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement.

C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

20 work days after 1 year of continuous service
20 work days after 2 years of continuous service
20 work days after 3 years of continuous service
20 work days after 4 years of continuous service
21 work days after 5 years of continuous service
22 work days after 6 years of continuous service
23 work days after 7 years of continuous service
24 work days after 8 years of continuous service
25 work days after 9 years of continuous service
26 work days after 10 years of continuous service
27 work days after 11 years of continuous service
28 work days after 12 years of continuous service
29 work days after 13 years of continuous service
30 work days after 14 years of continuous service
31 work days after 15 years of continuous service
32 work days after 16 years of continuous service
33 work days after 17 years of continuous service
34 work days after 18 years of continuous service
35 work days after 19 years of continuous service

Regular full-time employees hired on or prior to November 22, 2017 will continue to accrue one additional vacation day per each additional year of continuous service from thirty-five (35) work days up to forty-five (45) work days.

D) Regular part-time employees are entitled to vacation leave on a pro-rata basis**.**

Total hours paid (excluding overtime) to June 30
Divided by annual FTE (1879.2 hours),
Multiply by yearly vacation entitlement (days)
= Prorated number of vacation days

E) Regular employees with less than one (1) year's service on the July 1 cut-off date shall receive vacation on a pro rata basis. Same formula as in (D).

F) Vacation accrued from July 1 to June 30 will be taken from January 1 to December 31 of the following year.

G) Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and

the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 45.03 - Scheduling of Vacation.

45.02 Terminating Employees

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

B) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.

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

45.03 Scheduling of Vacation

A) The Employer shall permit annual vacations to be taken during the entire year.

B) The scheduling of vacations shall be subject to the operational requirements of the Employer.

C) Employees shall submit their vacation requests to their supervisor before:

i) October 1 for the period January 1 to April 30 of the following year
ii) February 1 for the period May 1 to December 31 of the same year

The Employer must approve vacation requests within thirty (30) days of the above dates.

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

E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

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

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

F) 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.

G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits their vacation shall not receive their choice of

when they wish to take the subsequent portion of their vacation until all other employees have made their first choice of vacation time.

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

ARTICLE 46 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

46.01 Medical Coverage
If the BC Government reintroduces the Medial Services Plan of BC or a similar plan, the Parties agree to re-apply Article 46.01 in the April 1, 2017 – March 31, 2021 collective agreement.

46.02 Extended Health Care Coverage

A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (currently Community Services Benefits Trust CSBT effective January 1, 2020). The plan includes but is not limited to:
   a) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars ($600) per person in each four (4) year period; and
   b) Vision care coverage providing four hundred and fifty ($450.00) every twenty-four (24) months per eligible employee or eligible dependent effective date of union ratification (January 19, 2026). Note 1: No coinsurance payment will be applied on vision claims.
   c) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
   d) Foot Orthotics – one pair of custom-made orthotics per person every three (3) years, based on reasonable and customary maximum.
   e) Coverage for healthcare practitioners per covered person per calendar year. $700 for each practitioner: Physiotherapy, Acupuncturist, Chiropractor, Naturopath, Speech Therapist, Psychologist & Registered Clinical Counselor, Podiatrist/Chiropodist. $900 for Massage Therapy.

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.

46.03 Dental Coverage

A)

a) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (currently Community Services Benefits Trust CSBT effective January 1, 2020).

b) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of three thousand dollars ($3,000) effective date of union ratification (January 19, 2026**)** 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) Membership in the dental plan is only available to, and is a condition of employment for, regular employees provided they are not the *primary member* of another dental plan.

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

46.04 Dependents

An eligible dependent for the purposes of Articles 46.02 and 46.03 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.

46.05 Long-Term Disability Insurance Plan

The Employer shall provide a mutually acceptable long-term disability insurance plan, a copy of which shall appear in Appendix "A" – Long-Term Disability Insurance Plan.

The plan shall provide post-probationary regular employees with salary continuation as per Appendix "A" until age sixty-five (65) in the event of a disability.

The cost of the plan shall be borne by the Employer.

46.06 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 Group Life Insurance Plan as a condition of employment.

B) **Benefits**

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

medical evidence.

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

ARTICLE 47 – WORKSAFE BC

A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 42 – Leave – Sick.)

B) Opportunities for early return to work for employees on WorkSafe BC are covered in the Appendix B - Memorandum of Understanding Early Safe Return to Work.

ARTICLE 48 – EMPLOYMENT INSURANCE

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

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

ARTICLE 49 – PENSION PLAN

49.01 Municipal Pension Plan
Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment.

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

Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules provided the following:

> A temporary employee who has been employed in a continuous full-time capacity with the same Employer for a period of twelve (12) months, shall be enrolled in the Plan as a condition of employment.
>
> Casual employees who have completed two (2) years of continuous employment with earnings from the Employer of not less than thirty-five (35) percent of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver not more than ninety (90) days after the date the Plan begins to apply to the employee.

49.02
At the request of the employee, the Employer shall provide the employee with pertinent pension plan information.

ARTICLE 50 – 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 51

ARTICLE 52 – PREVIOUS EXPERIENCE

52.01 Regular Employees

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

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

Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

One (1) annual increment for every one (1) year's experience minus one (1) increment for each year in excess of two (2) years to a maximum of a five (5) year lapse.

If more than five (5) years have lapsed, there shall be no credit for previous 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.

A casual employee who terminates with an Employer as defined in Article 1.02 - Definitions, and is employed within one hundred and eighty (180) calendar days as a regular employee with another Employer who is covered by this Collective Agreement shall retain the increment step attained with the previous Employer. The employee's first day of employment with the new Employer becomes her increment anniversary date.

ARTICLE 53 – QUALIFICATION DIFFERENTIAL

53.01 Special Clinical Preparation

A regular employee with special clinical preparation of not less than four (4) months approved by the Employer, and who is employed in the special service for which she is qualified, shall be paid an additional fifty dollars ($50.00) per month if she has utilized the course within four (4) years prior to employment.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates.

Employees with a Diploma in Advanced Psychiatric Nursing shall receive an additional fifty dollars ($50.00) per month if she has utilized the course within four (4) years prior to employment.

53.02 CHA/CNA and BCIT Courses
A regular employee who has successfully completed the CHA/CNA course Nursing Unit Administration and/or CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management, and is employed in a capacity utilizing the course(s) shall be paid an additional twenty-five dollars ($25.00) per month.

53.03 Registered Psychiatric Nurse
A regular employee who acquires and maintains registration under both the Nurses (Registered) Act and the Nurses (Registered Psychiatric) Act shall be paid an additional fifty dollars ($50.00) per month for clinical preparation.

53.04 University Preparation
A regular employee who has passed an accredited one (1) year university course in nursing shall receive an additional twenty-five dollars ($25.00) per month.

For the purpose of this Article, a Diploma in Public Health shall qualify for the qualification differential only if the employee is employed in the special service for which she is qualified.

53.05 Baccalaureate Degree

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

B) **Other**
This allowance will also be paid to nurses who have a Baccalaureate Degree in Psychology or a Baccalaureate Degree in Health Sciences – Advanced Psychiatric Nursing where this qualification is utilized in the course of the nurse's performance of her normal job duties.

53.06 Master's Degree

A) **In Nursing**
A regular employee who has received a Master's Degree in nursing shall receive an additional one hundred twenty-five dollars ($125.00) per month.

B) **Other**

i) This allowance will also be paid to nurses who have a Master's Degree in Psychology where this qualification is utilized in the course of the nurse's performance of her normal job duties.
ii) A regular employee who has received a Master's Degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee's duties, and where such qualification does not form part of the job requirement, the employee shall receive an additional one hundred twenty-five dollars ($125.00) per month.

53.07 Multiple Payments Prohibited
An employee may not qualify for more than one (1) payment under categories in Articles 53.02, 53.04, 53.05 and 53.06.

53.08 Approval of Qualifications
The employee must provide proof of qualifications listed in 53.04, 53.05 and 53.06. The qualifications

must be from an accredited Canadian post secondary institution or equivalent.

ARTICLE 54 – SEVERANCE ALLOWANCE

54.01 Eligibility for Severance Allowance

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as calculated in Articles 54.02 and 54.03 providing that the employee falls into one of the following categories:

A) Employees with ten (10) years' service, who voluntarily leave the Employer's work force after their fifty-fifth (55th) birthday.

B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.

C)
   a) Employees enrolled under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability as defined under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable.
   b) Employees who are not enrolled under the Pension (Municipal) Act or Pension (Public Service) Act who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.

D) Employees with ten (10) years of service who die in service.

E) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

54.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 54.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

An eligible employee who dies in service shall have the severance allowance paid to her estate.

54.03 Portability of Service for Severance Allowance Purposes

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

54.04 Service

Service for the purpose of this Article means service with the Employer plus any service ported under Article 54.03.

ARTICLE 55 – PAYMENT OF WAGES

55.01 Wages

Wages shall be paid each employee in accordance with Article 60 – Wage Schedule Classifications, and Article 61 – Wage Schedules.

55.02 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. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

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

55.03 Pay Days
Employees working the following shifts shall be paid by cheque or direct deposit.

55.04 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, isolation allowance or other payment to which the employee is entitled;

E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;

F) where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;

G) the amount being received by the employee;

H) sick leave credits used within the pay period and accumulated balance;

I) special leave hours used within the pay period;

J) vacation hours taken within the pay period.

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

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

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

ARTICLE 56 – GENERAL CONDITIONS

56.01 Use of Personal Vehicle on Employer's Business

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

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 29.06 – Call-Back Travel Allowance.

56.02 Personal Property Damage

A) 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.

B) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of five hundred dollars ($500.00).

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

56.03 Laundry

Uniforms provided by the Employer to employees will be laundered by the Employer.

56.04 Registration

A) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective College.

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.

C) A regular full-time employee with minimum of one year of regular service, upon submitting a receipt to the Employer, will receive reimbursement of their annual BC College of Nurses and Midwives registration and licensing fees, starting in registration year 2026. Reimbursement shall be as follows:

$250 effective January 1, 2026
$350 effective January 1, 2027
$450 effective January 1, 2028

A regular part-time employee will receive their reimbursement pro-rated based upon their straight time hours worked in the previous calendar year (i.e., January 1 to December 31).

D) If an employee's annual fees are fully covered by another organization, then they shall not be eligible for reimbursement from the Employer. If an employee's annual fees are partially covered by another organization, the Employer will provide reimbursement for the gap up to their eligible amount as per (C).

ARTICLE 57 – AMENDMENTS

If either the Association 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 58 – PROFESSIONAL RESPONSIBILITY CLAUSE

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

A) Care concerns;

B) Safety of residents and staff; and

C) Workload.

Step One:
An employee with a concern will discuss the matter with his/her excluded supervisor or designate with the objective of resolving the concern. At his/her request, the employee may be accompanied by a shop steward.

Step Two:
If the matter is not resolved to his/her satisfaction, the employee may submit the Professional Responsibility Complaints Form to his/her excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of his/her discussion with his/her excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Head of Nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

Step Three:
If the matter is not resolved to the employee's satisfaction, the employee may resubmit the Professional Responsibility Complaints Form to the Administrator, the Head of Nursing, and the Union. The Administrator and/or the Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Administrator and/or Head of Nursing or a designate from nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

Step Four:
If the matter remains unresolved the employee may talk with the Union about pursuing the matter to trouble-shooter for resolution.

ARTICLE 59 – EFFECTIVE AND TERMINATING DATES

A) This Agreement shall be effective from April 1, 2025 – March 31, 2028 and shall remain in force and be binding upon the parties until and thereafter until a new Agreement has been ratified.

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

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

ARTICLE 60 – WAGE SCHEDULE CLASSIFICATIONS

Level 1	**DC1**
Level 2	**DC2A/DC2B**

ARTICLE 61 – WAGE SCHEDULES

Current									
	First Year	**Second Year**	**Third Year**	**Fourth Year**	**Fifth Year**	**Sixth Year**	**Seventh Year**	**Eight Year**	**Ninth Year**
Level 1 Hourly	$33.42	$34.69	$35.99	$37.26	$38.56	$39.85	$41.14	$42.35	$43.87
Level 2 Hourly	$39.75	$40.44	$41.34	$42.38	$43.66	$44.69	$45.98	$47.22	$48.70
April 1, 2021 2%									
Level 1 Hourly	$34.09	$35.38	$36.71	$38.01	$39.33	$40.65	$41.96	$43.20	$44.75
Level 2 Hourly	$40.55	$41.25	$42.17	$43.23	$44.53	$45.58	$46.90	$48.16	$49.67
April 1, 2022 2%									
Level 1 Hourly	$34.77	$36.09	$37.44	$38.77	$40.12	$41.46	$42.80	$44.06	$45.64
Level 2 Hourly	$41.36	$42.07	$43.01	$44.09	$45.42	$46.50	$47.84	$49.13	$50.67
April 1, 2023 2%									
Level 1 Hourly	$35.47	$36.81	$38.19	$39.54	$40.92	$42.29	$43.66	$44.94	$46.56
Level 2 Hourly	$42.18	$42.92	$43.87	$44.97	$46.33	$47.43	$48.79	$50.11	$51.68
April 1, 2024 2%									
Level 1 Hourly	$36.17	$37.55	$38.96	$40.33	$41.74	$43.13	$44.53	$45.84	$47.49
Level 2 Hourly	$43.03	$43.77	$44.75	$45.87	$47.26	$48.37	$49.77	$51.11	$52.71

The above wage schedule is for historical information and references only. See Memorandum of Agreement re: Wage Re-Opener Upon Termination of Wage Levelling.

SIGNATURES OF THE PARTIES

PLEASE PRINT NAME AND SIGN

Signed on behalf of the Employer	**Signed on behalf of the Union**
Peter Kafka, Consultant	William Hwang, LRO/Negotiator
Berton Evertt, Owner	Merlyn Coloma, BCNU Bargaining Cmty.
Date:	**Date:**

APPENDIX A

MEMORANDUM OF UNDERSTANDING

LONG-TERM DISABILITY INSURANCE PLANS

The Union and the Employer agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. This amended Plan is effective April 1, 1999.

- Explanatory Note: There are two effective dates for defining "existing claimants" (April 1, 1998 and April 1, 1999). For employees previously covered by the HEABC/BCNU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees, wherever the dates "April 1, 1998" and "March 31, 1998" are found in the Memorandum, substitute them with the dates found immediately following them in parentheses: "(April 1, 1999)" and "(March 31, 1999)", respectively.

Section 1 – Eligibility

A) Regular full-time and regular part-time employees who are on staff January 1, 1981 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.

B) Seniority and Benefits – Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions (reference 13.03(G)):

Any employee granted unpaid leave of absence totalling up to twenty (20) work days in any year shall continue to accumulate seniority and all benefits and shall return to her former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work 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 upon expiration of the unpaid leave.

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 and Article 19. 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 the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans. Effective April 1, 1999, premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

Superannuation/Pension – Employees on long-term disability shall be considered employees for the purposes of superannuation/pension in accordance with the *Pension (Municipal) Act and the Pension (Public Service) Act*, as applicable.

Group Life Insurance – 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.

Section 2 – Waiting Period and Benefits

A) "Existing Claimants" – Employees Disabled Prior to April 1, 1998 (April 1, 1999) *
(* See Explanatory Note in Preamble to this Memorandum)
In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 (April 1, 1999) as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

B) **"New Claimants" – Employees Disabled on or After April 1, 1998 (April 1, 1999) ***
(* See Explanatory Note in Preamble to this Memorandum)

(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 (April 1, 1999) as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first $4000 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above $4000 or 66-2/3% of pre-disability monthly earnings, whichever is more. The $4000 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

(2) In the event that the benefit falls below the amount set out in Section 2(B)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first $4000 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above $4000 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the $4000 figure will be adjusted as set out in Section 2(B)(1) above).

C) **All Claimants**
For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) 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-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by her 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 the employee reaches age sixty-five (65), recovers, dies, or is eligible for early retirement, whichever occurs first.

D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

(1) exhausting all sick leave credits before receiving the long-term disability benefit;
(2) using sick leave credits to top off the long-term disability benefit; or
(3) banking the unused sick leave credits for future use.

E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:
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.

F) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

Section 3 – Total Disability Defined

A) "**Existing Claimants**" – Employees Disabled Prior to April 1, 1998 (April 1, 1999) *
(* See Explanatory Note in Preamble to this Memorandum)
Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds eighty-five percent (85%) of the rate of pay of her regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

B) **"New Claimants" – Employees Disabled on or After April 1, 1998 (April 1, 1999) ***
(* See Explanatory Note in Preamble to this Memorandum)
Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(1) **Residual Monthly Disability Benefit**
The Residual Monthly Disability Benefit is based on 85% of her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for her regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net of offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that she is able to perform.

Example:
(a) Monthly LTD net of offsets benefit = $ 1000.00 per month
(b) 85% rate of pay at date of disability = $13.60 per hour
(c) 70% of current rate of pay = $12.12 per hour
(d) percentage difference [(b/c) – 1] = 12.2%
(e) Residual Monthly Disability Benefit (a x d) = $122.00

All Claimants

(2) 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, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

(3) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(4) **Commitment to Rehabilitation**

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

- can be expected to facilitate her return to her own job or other gainful occupation; and
- is recommended by HBT/underwriter and approved as a Rehabilitation Plan, then,the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

  The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, her Union) and HBT/underwriter. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT/underwriter will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(5) **Rehabilitation Review Committee**

- In the event that the eligible employee does not agree:
  - (i) with the recommended rehabilitation plan, or,
  - (ii) that she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
  - (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
  - (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

(i) does not agree with the recommended Rehabilitation Plan; or,
(ii) does not agree that she could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(6) **Rehabilitation Benefit Incentive Provisions**

- An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  (i) return to work on a gradual or part-time basis;
  (ii) engage in a physical rehabilitation activity; and/or
  (iii) engage in a vocational retraining program.
  shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.
- The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
  (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;
  (ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing;
  (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
  (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"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.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

Section 4 – Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

A) war, insurrection, rebellion, or service in the armed forces of any country;

B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of her regular occupation;

C) intentionally self-inflicted injuries or illness.

Section 5 – Integration with other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income. If other disability income is available to the employee, they must apply for this income prior to receiving LTD.

Other disability income shall include but is not limited to:

A) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and

B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and

C) any amount of disability income provided by an compulsory act or law; and

D) any periodic primary benefit payment from the Canada Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she would be entitled had they applied for such a benefit; and

E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates [Reference 2(B)(2)].

Section 6 – Successive Disabilities
If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Section 7 – Leave of Absence
Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

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 provisions 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 Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

Section 10 – Waiver of Premiums
The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

Section 11 – Claims
Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the Healthcare Benefit Trust/ underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Healthcare Benefit Trust/underwriter may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five

(45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

Section 12 – Administration
The Employer shall administer and be the sole trustee of the Plan. The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9 and 10 of the Collective Agreement.

Section 13 – Provincial Collective Agreement Unprejudiced
The terms of the Plan set out above shall not prejudice the application or interpretation of the Collective Agreement.

Section 14 – LTD Plan Early Retirement Incentive Provision
The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that she would have been entitled to receive at the normal retirement date, had she not applied for early retirement, regardless of when the early retirement incentive provision is activated.

A) An employee under this Agreement who is:
   (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more;
   (2) eligible for early retirement pension benefits; and
   (3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

   The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that her application for early retirement is being processed with her pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
   (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
   (2) the amount of the monthly early retirement benefit that the employee will receive;
   (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
   (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
   (5) the maximum LTD benefit duration period applicable to the employee.

   If the combination of superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.

D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years of age, or death, whichever is earlier.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

EARLY SAFE RETURN TO WORK

The Union and the Employer agree that ill or injured employees may benefit from involvement in Early Safe Return to Work Programs which may involve a number of initiatives such as a gradual increase in hours of work up to full shift hours, modified work, work place modification, a work hardening program, or, if necessary a change in work assignment.

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process. All employees engaged in a rehabilitation/treatment process shall be supernumerary.

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and the employee's immediate supervisor will meet to agree on a suitable program.

A written program for the employee will include:

1. An overview of the employee's program plan, including its expected outcome and end date. (Programs shall not exceed six (6) months).
2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
3. A detailed outline of Employer and employee responsibilities under the program.
4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

Employees engaged in an Early Safe Return to Work Program shall be provided with a copy of the written program.

The Employer designate, in conjunction with the immediate supervisor, shall be responsible for making all necessary arrangements for the employee's return to the work place. The Union steward shall be allowed time away from her usual assigned duties to meet with Union members at the work site to familiarize them with the terms and conditions of their co-worker's return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for 14.4 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, group life and LTD which shall be paid in accordance with Article 46 – Medical, Extended Health & Dental Coverage, LTD and Group Life Insurance. It is further agreed that participation in the program will not delay LTD entitlement.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups although on occasion an employee may, depending on changed circumstances, move from one group to another.

Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

Group 1: Employees suffering an occupational illness or injury who are in receipt of WCB payments.

- Receive full wages and benefits. (Article 42.07 Leave – WorkSafe BC)

Group 2: Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim; who have accumulated sick time and/or who choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all hours not worked. All benefits continue uninterrupted.

Group 3: Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive UIC sick benefits for the balance, subject to their entitlement. Medical, dental, extended health, LTD, group life insurance and superannuation coverage are reinstated on commencement of the program and all other benefits are reinstated when working 14.4 hours or more per week as outlined in Article 11.03(B).

Group 4: Employees in receipt of LTD benefits.

- These employees are considered disabled and under treatment.
- These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at 2/3 of basic month earnings at the date of disability. Benefits will be reinstated in the same manner as for Group 3, excepting LTD. Employees shall have their group life insurance premiums waived.
- The cap in Appendix B, Section 3(C) is waived for the duration of the employee's participation in an Early Safe Return to Work Program.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

OCCUPATIONAL HEALTH & SAFETY

The Employer will encourage Occupational Health and Safety committee members to expand their OH&S knowledge and skill base. Such measures may include in-services, courses offered by external agencies, video training and printed matter. Further, The Employer and the Union will jointly seek additional funding to further OH&S committee members' education.

The Employer will encourage senior managers to actively participate as members on their respective OH&S committees.

The Union will continue to encourage its members to actively participate on OH&S committees in each facility.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.
Violence Prevention Program

The Employer will establish a joint violence prevention program or review their existing program where one is in place that will include:

(i) Creation of a violence prevention sub-committee to develop control measures and provide guidelines
(ii) Risk assessments coordinated by the local OH&S committee and reported to the regional violence prevention subcommittee;
(iii) Ongoing employee education and training.

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

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

APPENDIX E

MEMORANDUM OF AGREEMENT

STANDARDS FOR MEASURING NURSE WORKLOAD AND

APPLICATION OF NURSE STAFFING PLANS IN BRITISH COLUMBIA

Context

It is agreed that nursing is a fundamental element of British Columbia's health care system. Patient safety and positive patient outcomes are dependent upon having appropriate staffing plans which provide reasonable workloads for nurses.

It is also recognized that nursing workload is a significant issue that needs to be addressed. The literature suggests that continual excessive workload can lead to an overly stressful work environment and may result in poor decision making by care givers, high staff turnover, recruitment problems, increased use of medical disability programs and absenteeism, and the need to pay overtime in order to fill the subsequent vacancies.

Variables which need to be considered in developing appropriate staffing plans include:

- Patient/resident/client clinical acuity;
- Nature and complexity of care provided;
- Functionality of the capital facility;
- Location of facility or service;
- Workforce Resources (FT/PT/Casual and scheduling options, etc).

It is understood that it is a vital task of the parties to provide quality patient care and optimize nurses' working conditions in order to ensure a robust public health care system for the people of B.C.

Implementing Appropriate Workload Measurement Tools and Nurse Staffing Plan Processes

The parties agree that workload measurement tools are a means to facilitate informed discussion and decision-making about safe workloads for nurses, rather than being an end in themselves. While workload measurement tools have undergone advances in recent years they are not yet fully developed outside of the acute care and residential care setting. Principles that should be met in determining appropriate workload measurement tools and nurse staffing plans should be:

- Evidence-based;
- Based on patient/resident/client needs, acuity and outcomes.

Employer Objectives for Reasonable Workload

The following articulates the elements to be brought into consideration in assessing and responding to workload issues:

- The staffing level should be aligned with the mix of patients being served
- Appropriate relief should be allocated to account for vacancies due to vacation, union leave, leave of absence, etc
- There should be an appropriate surge capacity available to deal with changes in patient load and acuity over the course of time
- There should be accessible, empowered, skilled frontline leadership
- Other key resources which can assist in the management of workload and may need to be made available include:
    - (a) Equipment
    - (b) Clerical support
    - (c) Allied health providers

(d) Patient transport support
(e) Information and communication technology

APPENDIX F

MEMORANDUM OF UNDERSTANDING

INCENTIVE PAYMENT FOR PRE AND POST-RETIREES

1. The Employer will provide an annual incentive payment (the "Incentive Payment") to:
   (i) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and
   (ii) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.
   (collectively the "Eligible Employees")

2. The Incentive Payment will be:
   (i) An amount equal to what the Employer would have contributed to the MPP or the PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.
   (ii) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in 1(i) or 1(ii) above.
   (iii) Paid at the Eligible Employee's option either:
      (a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or
      (b) directly to the Eligible Employee.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

WORKSAFE BC LEAVE

Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums (in accordance with the three arbitration awards listed below) shall be taken into account when calculating "regular net take-home wages":

Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996: Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997: Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

APPENDIX H

LETTER OF UNDERSTANDING

NEW GRADUATES: MENTORSHIP PROGRAM

Employers and employees may, at the local level, agree to implement a Mentorship Program for newly graduated Registered Nurses and Registered Psychiatric Nurses. The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".

The program will include newly graduated RNs and RPNs.

The new graduates will be hired as casual employees and will be given temporary full-time/part-time assignments for up to the fifteen (15) weeks of the Mentorship Program. Article 17.03 shall not apply to such assignments.

Educational sessions, for both mentor and new graduate, will be held at the beginning and end of the agreed upon time period.

Each new graduate will have extra "orientation" of four full shifts with a buddy, except where a new graduate's preceptorship has been on the same unit.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

JOB SHARING

Article 1 - Preamble

1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.

1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

Article 2 – Participation

2.1 The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established at the facility level.

2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).

2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.
Job shares will be within the same department and classification except where the Employer and Union agree in good faith.

2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3 above.

2.5 For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 18.03 of the Collective Agreement.

Article 3 – Maintenance of Full-Time Positions

3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.

3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement.

3.3 If one job sharing partner decides to discontinue participation in a job share, she must give thirty (30) days' notice and she will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made. The period of thirty (30) days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full-time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.

3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.

3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.

3.6 Either party may cancel this Memorandum on sixty (60) days' notice.

Article 4 – Schedules and Job Descriptions

4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.

4.2 Job descriptions for the job sharing partners will be identical.

4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.

4.4 Once established, the position of hours shared may be altered by mutual agreement of the parties.

Article 5 – Benefits

5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Collective Agreement.

5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.

5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Article 6 – Relief

6.1 Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

MEMORANDUM OF AGREEMENT #1

BETWEEN

BCNU AND BELVEDERE CARE CENTRE

RE: ARTICLE 25.04 – HOURS OF WORK – FIXED SHIFTS

The Employer agrees to continue the practice of employees working fixed shifts.

Notwithstanding the above, the Employer may designate employees in reverse order of seniority, to temporarily work on another shift in order to meet minimum staffing requirements on a shift by shift basis.

The Employer may designate an employee working fixed evening or night shift once per year to work a period of a maximum of twenty day shifts over a maximum time period of five consecutive weeks for the purposes of evaluation. Employees working fixed day shift may be required to work evening or night shift for the same length of time.

Where the employee works less than fourteen shifts in the designated five week period, the time frame may be extended to achieve fourteen shifts.

This Memorandum of Agreement expires on March 31, 2028.

MEMORANDUM OF AGREEMENT #2

BETWEEN

BCNU AND BELVEDERE CARE CENTRE

RE: JOB SECURITY – NO CONTRACTING OUT

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

Not later than ninety (90) days prior to the expiry 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, it shall provide the Union with information on the intended contracting out prior to the aforementioned ninety (90) days and will discuss in good faith any suggestions raised by the Union.

This Memorandum of Agreement expires on March 31, 2028.

MEMORANDUM OF AGREEMENT #3

Between BCNU and BELVEDERE CARE CENTRE

RE: WAGE RE-OPENER UPON TERMINATION OF WAGE LEVELLING

The parties have not entered into wage rate negotiations due to the presence of B.C. Provincial Government Wage Levelling, and will agree to re-open the collective agreement solely for the purpose of Article 61 wage negotiations if the B.C. Provincial Government terminates wage levelling. No other article of the collective agreement will be subject to the wage re-opener negotiations, unless mutually agreed to by the parties.

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

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

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

INDEX

Accumulation....48
ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE....78
Advance Notice....27
Amending Time Limits....7
AMENDMENTS....63
Anniversary Date....17
ANNIVERSARY DATE AND INCREMENTS....17
APPENDIX A....67
APPENDIX B....76
APPENDIX C....78
APPENDIX D....78
APPENDIX E....79
APPENDIX F....80
APPENDIX G....81
APPENDIX H....81
APPENDIX I....82
Application....35, 36, 37, 41, 43, 51
Application of Arbitration Decisions....7
Application of Call-Back....38
Appointments....50
Approval of Qualifications....60
ARBITRATION....8
Article 25.05 – Hours of Work – Fixed Shifts....84
Authority of the Arbitration Board or Arbitrator....8
Authorization....35
Baccalaureate Degree....59
Benefit Entitlement....10
Benefits Accrue....49
Benefits Continuation....45
Benefits Continued....27
Bridging of Service....45
Bulletin Boards....5
Call-Back....38
Call-Back Travel Allowance....38
Call-In....38
Cash-In of Sick Leave Credits....50
Casual Employees....10, 46
CHA/CNA and BCIT Courses....59
Chair....6
CHANGE IN CLASSIFICATION....30
Composition of Committee....5
Conditions Governing Stewards....4
Confidential Nature of Personnel File....4
Consecutive Hours of Work....34
Copies of the Collective Agreement....5
Coverage....57
CREATION OF NEW POSITION....29
Definition....17
DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT....9
Definitions....1, 37
Dental Coverage....56
Dependents....56
Determination of Work Schedules....31
Deviation from Grievance Procedure....8
Displaced Employees....24
Duties and Responsibilities....3
EARLY SAFE RETURN TO WORK....76
EFFECTIVE AND TERMINATING DATES 64
Eligibility for Severance Allowance....60
Employee Access - Personnel File....4
EMPLOYEE EVALUATION....20
Employee Grievance....31
Employee Rights....20
Employee Termination....19
Employee's Right to Decline Overtime....35
Employer Notice....29, 30
Employer Policies....2
Employer Policy Dispute....7
Employer Terminations....19
Employer's Business....3
Employment in Excluded Positions and Within Other Bargaining Units....18
EMPLOYMENT INSURANCE....57
Enforceable Legal Claim....50
Evaluations....20
EXEMPT AND SAVE HARMLESS....58
Expedited Arbitration....9
Expenses of the Arbitration Board or Arbitrator8
Expiration of Sick Leave Credits....49
Extended Health Care Coverage....55
Filling Vacancies....23
First Consideration....23
GENERAL CONDITIONS....62
General Education Programs....42
General Rights....2
Grievance Procedure....7
GRIEVANCES....6
Group Life Insurance Plan....56
Hours of Work....33
HOURS OF WORK, MEAL PERIODS, REST PERIODS....33
Implementation....29, 30
INCENTIVE PAYMENT FOR PRE AND

POST-RETIREES....80
Increasing or Decreasing Regular Part-Time Employee FTE Status....22
Increment Anniversary Date....24
Increments....17, 43
Individual Agreement....3
In-Service Programs....42
Insufficient Notice....32
Insufficient Off-Duty Hours....38
JOB CLASSIFICATION AND PAY EQUITY PROCESS....31
JOB DESCRIPTIONS....31
Job Security – No Contracting Out....85
JOB SHARING....82
Joint Occupational Health and Safety Committee....39
Laundry....62
LAY-OFF & RECALL....24
Lay-Off Due to Technological Change....29
LEAVE – COMPASSIONATE....41
LEAVE – COURT APPEARANCE....41
LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS....42
LEAVE – ELECTIONS....43
LEAVE – GENERAL....43
LEAVE – PAID HOLIDAYS....46
LEAVE – PROFESSIONAL MEETINGS....48
LEAVE – PUBLIC OFFICE....48
LEAVE – SICK....48
LEAVE – SPECIAL....51
LEAVE – UNION....52
LEAVE – VACATION....53
Leave – With Pay....41
Leave – Without Pay....41
Leave – WorkSafe BC....49
Leave of Absence Refused....33
Leaves of Absence....28
List of New and Terminating Employees....5
Long-Term Disability Insurance Plan....56
LONG-TERM DISABILITY INSURANCE PLANS....67
MANAGEMENT RIGHTS....2
Master Work Schedule....31
Master's Degree....59
Maternity and Parental Leave – Birthing Parent....43
Meal Periods....34
Medical Coverage....55
Medical Examinations....40
MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE....55
Meetings....6
memorandum of agreement #1....84
memorandum of agreement #2....85
memorandum of agreement #3....86
Multiple Payments Prohibited....60
Municipal Pension Plan....57
New Employees....5
NEW GRADUATES: MENTORSHIP PROGRAM....81
NON-DISCRIMINATION....39
Notice....43
Notice – Penalty....19
Notice Required....49
Notice Requirement....45
Notification....8
Notification of Change of Stewards....3
OCCUPATIONAL HEALTH & SAFETY....78
OCCUPATIONAL HEALTH AND SAFETY PROGRAM....39
On-Call....37
On-Call Time....34
ON-CALL, CALL-BACK AND CALL-IN....37
Orientation and Training....23
OVERTIME....35
Overtime Pay Calculation....35
Paid Holiday Coinciding With A Rest Day....47
Paid Holiday Coinciding With A Vacation....47
Paid Holiday Entitlement....46
Parental Leave....44
PARENTAL LEAVE....43
Parental Leave – Non-birthing Parent....44
Pay Days....61
Payment....49
Payment for Paid Holidays....46
PAYMENT OF WAGES....61
PENSION PLAN....57
Personal Property Damage....62
Personnel File....4
Portability of Service for Severance Allowance Purposes....60
Posting of Successful Candidate....22
Posting of Work Schedules....32
Postings....20
Preamble....1, 6
PREAMBLE AND DEFINITIONS....1
Premium Rates of Pay....47
PREVIOUS EXPERIENCE....58
PROBATIONARY PERIOD....19
PROFESSIONAL RESPONSIBILITY

CLAUSE 63
PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS 23
Proof of Sickness 49
Provision for Immunizations 41
PURPOSE OF AGREEMENT 2
Purpose of the Committee 6
QUALIFICATION DIFFERENTIAL 59
Qualifying Period 23
Rebates 57
Recall 28
Recall Period 28
Recognition of Stewards 3
Records Removed 20
Registered Psychiatric Nurse 59
Registration 62
Regular Employees 58
Regular Float Positions 21
Regular Full-Time Employees 10
Regular Part-Time Employees 10
Requirements of Work Schedules – Fixed Shifts 32
Resolution of Employee Dismissal or Suspension Disputes 8
RESPONSIBILITY PAY 39
Rest Periods 34
Restriction of Employee Status 10
Retroactive Pay and Benefits 61
Return to Employment 45
Returning to Formerly Held Position 24
Safe Workplace 40
Salary on Promotion 24
Scheduling of Paid Holidays 48
Scheduling of Vacation 54
Scope of Agreement 2
Scope of the Committee 6
Security 2
Seniority 10
SENIORITY 17
Seniority – Maintained and Accumulated 17
Seniority Lists 18
Service 61
SEVERANCE ALLOWANCE 60
Severance Allowance Entitlement 60
Shift Premium 36
SHIFT PREMIUM AND WEEKEND PREMIUM 36
Sick or Injured Prior to Vacation 51
SIGNATURES OF THE PARTIES 66
Six Months Service 50
Special Clinical Preparation 59
Standard/Daylight Savings Time Change 34
STANDARDS FOR MEASURING NURSE WORKLOAD AND 79
Statement of Wages 61
Stewards 3, 6
STRIKES OR LOCK-OUTS 5
Super Shift Premium 37
Superior Benefits 4
TECHNOLOGICAL CHANGE, AUTOMATION 28
Technological Displacement 29
Technological Policy 28
Temporary Appointments 21
Temporary Assignment to a Lower Rated Position 24
Temporary Positions 21
Terminating Employees 54
TERMINATION OF EMPLOYMENT 19
Three Different Shifts Worked 33
Transfer of Function 42
Transfer of Pregnant Employees 41
Union Deductions 2
Union Leave of Absence 52
Union Recognition 2
UNION RECOGNITION 2
Union Representative or Steward Access - Personnel File 4
Union Representative Visits 4
UNION RIGHTS AND ACTIVITIES 3
UNION SECURITY 2
UNION/MANAGEMENT COMMITTEE 5
University Preparation 59
Use of Personal Vehicle on Employer's Business 62
VACANCY POSTINGS 20
Vacation Entitlement 53
Vacation Entitlement Earned During Vacation 55
Voluntary Demotion 24
Voluntary Shift Exchange 33
Voluntary Treatment 51
WAGE SCHEDULE CLASSIFICATIONS 64
WAGE SCHEDULES 65
Wages 61
Wages on Reassignment 29
Waiver of Notice 19
Waiver of Time Limits 9
Weekend Premiums 37
Work On A Paid Holiday 46
WORK SCHEDULES 31
Workload 41

WorkSafe BC.....57
WORKSAFE BC LEAVE.....81