2024-2027

COLLECTIVE AGREEMENT

BETWEEN

CPAC LANGLEY GARDENS

AND

THE BRITISH COLUMBIA NURSES' UNION

April 1, 2024 – March 31, 2027

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ARTICLE 1 – DEFINITIONS

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

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

CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to the B.C. Nurses' Bargaining Union and any amendments thereto.

COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year

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

EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia and any amendments thereto.

EMPLOYER means CPAC (Langley Gardens) Inc.

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

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

PARTIES means the Union and the Employer.

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

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

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

UNION means the British Columbia Nurses' Union

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

WORKSITE means the location where an employee is assigned to work either at or from.

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

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

All reference to the singular in this agreement shall be read as applying to the plural where the context would apply.

ARTICLE 2 – PURPOSE OF AGREEMENT

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

The Union recognizes that the business in which the company is engaged is highly competitive and that the company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The Union also recognizes that it is essential to ensure a high level of resident service and to maintain the flexibility necessary to meet resident needs without interruption or interference with work.

It is the mutual desire and intent of the Parties to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

It is the desire of the parties to provide quality services and compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

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

A) The remaining provisions shall remain in force and effect for the term of the agreement,
B) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
C) If a mutual agreement cannot be struck as provided in (B) above, the matter shall be arbitrated.

ARTICLE 3 – EMPLOYER'S RIGHTS

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

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

ARTICLE 4 – UNION RECOGNITION

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

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

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

ARTICLE 5 – UNION SECURITY

5.01 Security
A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.

B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

5.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

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

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.
The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted. Any such changes shall be implemented in the first full pay period following the expiration of such notification period.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

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

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

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

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

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

6.02 Employer's Business

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

6.03 Stewards

A) **Recognition of Stewards**
The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.

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

C) **Duties and Responsibilities**

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

i) investigating complaints of an urgent matter, and

ii) investigating grievances, and

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

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

v) attending meetings called by management, and

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

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

viii) acting as appointees to the Union/Management Committee and

ix) assisting employees in preparing and presenting a Professional Responsibility Report Form in accordance with Article 52.

D) **Conditions Governing Stewards**

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

i) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and

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

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

6.04 Union Representative Visits

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

6.05 Personnel File

A) **Employee Access**

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

B) **Union Representative or Steward Access**

Union representative or steward shall, upon written authority of the employee, be entitled to read and

review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

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

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

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

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

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

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

ARTICLE 7 – STRIKES OR LOCK-OUTS

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

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

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee
A Union/Management Committee shall be continued. The Employer and the Union shall each appoint two (2) representatives to the Union/Management Committee.

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

8.03 Meetings
Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party. Meetings shall be held no less than every (2) two months.

8.04 Purpose of the Committee
In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care, safe nursing practice and Professional Responsibility issues as per Article 52. The Committee shall have the power to make recommendations to the Union and to the Employer.

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

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

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

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

ARTICLE 9 – GRIEVANCES

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

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

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

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

Step 1
The employee, with or without a Shop Steward (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then;

Step 2
The grievance shall be reduced to writing by:

i) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

ii) stating the Article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;

iii) the grievance shall be signed by the employee and a Shop Steward;

iv) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and

v) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then;

Step 3
The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit). Within a further seven (7) calendar days of the Step 3 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for the denial shall be given. Failing settlement at this step, the grievance may be referred to an Industry Troubleshooter, Expedited Arbitrator or arbitration. The notice shall be delivered to the other party within ninety (90) days of the reply under Step 3.

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

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

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

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

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

9.04 Grievance Investigations
Where an employee has asked to be represented by the Union in relations to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the

Shop Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business. Employee-Shop Steward discussions shall take place where residents are not present.

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

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

9.06 Dismissal/Suspension for Alleged Cause
The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

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

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

For the purposes of this provision, the "head office of the union" shall be BCNU LRO and union general fax number.

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

9.07
The time limits contained in Article 9 are considered substantive and may only be extended or waived by written agreement of the parties. Any grievance which is not commenced or processed through the required stages is subject to a claim of abandonment and the parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

ARTICLE 10 – ARBITRATION

10.01 Authority of the Arbitration Board

A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator by the party with carriage of the grievance. Such an arbitrator shall have the power to determine if any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

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

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

10.02 Notification

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

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

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

10.03 Expenses of the Arbitration Board or Arbitrator

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

10.04 Waiver of Time Limits

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

10.05 Expedited Arbitration

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

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

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

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

E) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

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

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

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

I) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

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

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

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

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

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

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

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

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

11.01 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the three (3) definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 Grievances.

11.02 Regular Full-Time Employees

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

B) **Benefit Entitlement:** Regular full-time employees are entitled to all benefits of this Agreement.

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

11.03 Regular Part-Time Employees

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

B) **Benefit Entitlement:** Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid to Regular Part-Time (RPT) employees who work an average of twenty (20) hours or more per week, on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 43 – Benefits).

Regular Part-time employees who work less than twenty (20) hours per week shall have access to the

Benefit Premium Refund as per Article 11.04(G)(iv)(2).

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

11.04 Casual Employees

Definition

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

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

B) **Off Duty Rights**

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion.

C) **Letter of Appointment**

i) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, and their wage level. A subsequent letter shall accompany the appointment letter which will include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature.

ii) **Short Term Availability**

Notwithstanding the above, casual employees shall provide availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the rotation indicating shifts and days when they are not available. If the employee's availability over a three (3) month period is inconsistent with the availability specified or is the employee fails to provide availability, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. If the employee's availability over an additional three (3) month period is inconsistent with the availability specified, the employee shall be deemed terminated unless the Employee can provide satisfactory reasons for the inconsistencies to the Employer.

D) **Casual Register**

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

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

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

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

i) The manner in which casual employees shall be called to work shall be as follows:
   (1) The Employer shall offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority providing the casual employee has designated availability.
   (2) Where the Employer is seeking casual employees for work which is known more than a month in advance, the Employer may post these at the worksite and invite casuals to

indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (1) above.

(3)

(a) 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, the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

(b) 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 Director of Care and/or Clinical Care Coordinator, to conduct the assessment.

ii) **Telephone Call-In**

When the Employer uses an automated shift call-out system for call in purposes, the following provisions remain applicable to employees called in by telephone method.

(1) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee. The Employer shall permit the telephone to ring a minimum of six (6) times, or until a message can be left.
(2) In the event that an answering machine is in place a message will be left relaying the date, day, and time of the call.
(3) Records of calls shall be retained through the automated shift call-out system regarding the available work opportunity. These records will also reflect whether the employee responded to the call; whether they accepted or declined the work opportunity. An employee who does not respond will be considered to have not accepted the work opportunity. In the event of a dispute, the Union shall have reasonable access to copies of the call record report particulars; such report shall be produced by representatives of the Employer.
(4) If all casual employees fail to answer or decline the offer, the Employer will call in a regular employee who has indicated availability in order of seniority and in accordance with the process outlined above.

F) **Wage Entitlement**

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

ii) Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1950) worked with the Employer.
(1) A casual employee hired having less than one (1) years experience (1950 hours) shall be placed at the first step of the increment scale.
(2) A casual employee who terminates with the Employer and is employed within thirty (30) calendar days as a casual employee shall retain the increment step attained. Subsequent increments shall be granted pursuant to Article 11.04(F)(ii).
(3) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(ii)(2) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step to a maximum of the fifth (5^{th}) increment for each 1950 hours shall be granted for relevant experience, provided not more than two (2) years have elapsed since such experience was obtained.

iii) A regular employee who terminates her employment and is re-employed by the Employer as

a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

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

G) **Benefit Entitlement**

i) **Grievance and Arbitration**

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

ii) **Vacation Pay and Paid Holidays**

Casual employees shall receive fourteen point two percent (14.2%), nine percent (9%) for vacation pay and five point two percent (5.2%) for paid holidays of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

iii) **Other Benefits**

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

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

iv) **Health and Welfare Coverage**

Benefit Entitlement

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

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

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

Benefit Premium Refund

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

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

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

v) **Benefits for Casual Employees in Temporary Appointments**
Where a job posting under Article 17.02(B) is filled by a casual employee and the casual employee occupies the position in excess of one (1) month, she will be entitled to the following benefits:
(1) access to permanent job postings;
(2) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the nine point one precent (9.1%) vacation benefit is not to be paid out on every payday but accrued instead;
(3) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 39.01 and be entitled to take such accrued sick leave in accordance with Article 39.02; and
(4) After the casual employee has filled the position for a period of one (1) month and meets the eligibility criteria, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(G)(iv) above at the sole cost of the Employer.

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

Access to these benefits shall cease when either:
(1) The regular incumbent returns to the position; or
(2) The casual employee is no longer working in the posted position.

H) **Seniority**
Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950) hours per year.

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

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

i) Determine the number of hours worked in the twelve (12) month period
ii) Divide by fifty-two point two (52.2) weeks
iii) Multiply by the number of weeks on approved WorkSafeBC Benefits (wage loss replacement and rehabilitation benefits).

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

I) **Overtime Pay**

i) A casual employee shall be entitled to overtime pay in accordance with Article 25.05:
(1) When the hours of work in one day exceed the normal daily full shift hours as defined in Article 24.01 Hours of Work; or

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

J) **Probationary Period**

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

ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

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

12.02 Anniversary Date

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

12.03 Increments

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

ARTICLE 13 – SENIORITY

13.01 Definition

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

B) Regular part time and casual employee seniority is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

13.02 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);

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

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

D) absence due to the conduct of Union business;

E) absence due to layoffs, for the first twenty (20) work days;

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

G) absence while on a long term disability claim.

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

13.03 Employment in Excluded Positions and Within Other Bargaining Units

A) An employee accepting a position of a continuous nature outside of their bargaining unit, shall retain their seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.

B) An employee temporarily substituting in an excluded position or within another bargaining unit shall continue to accumulate her seniority.

13.04 Seniority Lists

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

The seniority list shall contain the following information:

i) name;
ii) status (regular full-time, regular part-time, casual);
iii) wage schedule classification;
iv) start date;
v) total hours for casuals and regular part-time employees;
vi) job titles;

B) 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 employees shall be probationary during their first four hundred and sixty-eight (468) hours worked. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.

B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.

C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

15.01 Employee Termination

A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.

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

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

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

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

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

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

15.06 Casual Shift Requirement
Casual employees who have not worked or responded as “available” for a minimum of three (3) shifts during three (3) consecutive months, may have their employment terminated and be removed from the casual list and will be provided a letter including this clause. Where the employee believes they have a bona fide reason for not being available for the offered shifts, the Employer and the Union shall meet to discuss the reason and the continued employment of the employee.

ARTICLE 16 – EMPLOYEE EVALUATION

16.01 Evaluations
Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

16.02 Employee Rights
A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.

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

same.

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

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

16.03 Records Removed

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Leaves of absence in excess of thirty (30) calendar days will not be considered applicable towards the eighteen (18) month period.

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

16.04 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 in the intervening period. Leaves of absence in excess of thirty (30) calendar days will not be considered applicable towards the thirty-six (36) month period.

16.05

For the purposes of Article 16, "disciplinary documents" shall be those generated by the Employer or a third-party regulatory body.

ARTICLE 17 – VACANCY POSTINGS

17.01 Postings

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

B) The Employer agrees to post notices within the home and externally at least seven (7) calendar days in advance of selection.

17.02 Temporary Appointments

A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed sixty (60) work days, unless the Union and the Employer mutually agree to extend this time limit.

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

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

temporary appointment ends.

17.03 Temporary Positions

A) The Employer may create regular temporary positions for relief for more than one (1) incumbent for:
   i) up to six (6) months' duration; or
   ii) up to eighteen (18) for the purposes of Maternity and Parental Leave. Temporary positions may be extended by mutual written agreement of the Parties.

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. Temporary positions may be extended by mutual written agreement of the Parties.

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

17.04 Posting of Successful Candidate

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

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 and determined by the Employer to meet the reasonable pre-requisite requirements of the position, shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies

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

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

18.03 Qualifying Period

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

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

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 unless the employee has been terminated.

18.04 Orientation and Training

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

Orientation shall include:

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

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

18.05 Returning to Formerly Held Position

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

B) **From Within Bargaining Unit**
A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

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

18.06 Salary on Promotion

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

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

18.07 Increment Anniversary Date

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

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

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

ARTICLE 19 – LAYOFF & RECALL

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

19.01 Displaced Employees
In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off. During the notice period, the Employer will work with the employee to identify a suitable alternate position within the organization.

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

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

B) **Displaced Employees' Options**
A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list.

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

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

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

i) **Vacancies**
(1) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for six (6) months prior to the issuance of displacement notices.
(2) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

ii) **Bumping**
(1) Displaced employees can elect to bump to a position in line with seniority (subject to ii)

(2) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

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

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

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

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

A) **Regular Employees**

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

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

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

B) **Application**

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

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

19.03 Benefits Continued

A) Employees with one (1) or more years of service who are laid off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 34 - Leave - General.)

B) Employees with less than one (1) year of service but more than three (3) months of service who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.

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

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

19.04 Recall

A) Should regular vacancies occur following layoff, those employees on lay off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position. Laid off employees may decline recall to one regular position without affecting their lay off status. A laid off employee that declines a second subsequent recall notice shall be considered to have abandoned their right to re-employment.

B) The Employer shall give seven (7) calendar days' notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address. Laid off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

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

19.05 Recall Period

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

ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION

20.01 Technological Change

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

20.02 Technological Displacement

A) **Employee Notified**

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

B) **Union Notified**

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

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

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

ARTICLE 21 – CHANGE OF POSITION OR CREATION OF NEW POSITION

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

ARTICLE 22 – JOB DESCRIPTIONS

Future job descriptions prepared by the Employer will contain the job title, title of the immediate supervisor, wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Existing job descriptions prepared by the Employer prior to the date of ratification (December 21, 2023) are deemed to satisfy this requirement. Such job descriptions shall be presented in writing to the Union, upon request. Employees shall have access to a copy of the current job descriptions.

ARTICLE 23 – WORK SCHEDULES

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

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

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

23.04 Requirements of Work Schedules

A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the employer.

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

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

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

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

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

23.05 Insufficient Notice

Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change. (Reference Article 36.04(D) Changes in Schedule with Insufficient Notice.)

23.06 Voluntary Shift Exchange

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

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

Shift exchanges must occur within twenty-eight (28) days of one another.

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

24.01 Hours of Work

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

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

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

24.02 Meal Periods

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

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

C) Should an employee be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.

D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 25 - Overtime.

24.03 Rest Periods
Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours will receive one (1) fifteen (15) minute rest period.

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

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

ARTICLE 25 – OVERTIME

25.01 Definition
Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01 Hours of Work.

25.02 Authorization
The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

25.03 Employee's Right to Decline Overtime

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

B) **Double Shift and Work on a Scheduled Day Off**
The decision to work the scheduled day off or the double shift remains with the employee. Overtime will be offered on the basis of seniority and will also be offered prior to the Employer engaging an agency nurse.

25.04 Application

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

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

25.05 Overtime Pay Calculation

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

Any extension of shift must be authorized in accordance with Article 25.01 and 25.02.

A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
   i) for the first three (3) hours in excess of the normal daily full shift hours as defined by Article 24.01 Hours of Work;

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

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

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

ARTICLE 26 – SHIFT PREMIUM AND WEEKEND PREMIUM

26.01 Application

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

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

26.02 Shift Premium (Monday – Sunday)

A) Evening Shift Premium

Effective June 29, 2025, the evening shift shall increase by fifteen cents ($0.15) from eighty-five cents ($0.85) to one dollar ($1.00) and will be paid for all hours worked on the evening shift.

Effective January 1, 2026, the evening shift shall increase by ten cents ($0.10) to one dollar and ten cents ($1.10) and will be paid for all hours worked on the evening shift.

B) Night Shift Premium

Effective June 29, 2025, the evening shift shall increase by twenty cents ($0.20) from two dollars and eighty cents ($2.80) to three dollars ($3.00) and will be paid for all hours worked on the night shift.

Effective January 1, 2026, the evening shift shall increase by fifteen cents ($0.15) to three dollars and fifteen cents ($3.15) and will be paid for all hours worked on the night shift.

26.03 Weekend Premiums

Effective June 29, 2025, the weekend premium shall increase by twenty-five cents ($0.25) to two dollars and forty cents ($2.40) and will be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Effective January 1, 2026, the weekend premium shall increase by ten cents ($0.10) to two dollars and fifty cents ($2.50) and will be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.

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

27.01 On-Call

There shall be no on-call work to be done by the nurse.

27.02 Call-Back

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

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

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

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

27.03 Application of Call-Back

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

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

27.04 Call-In

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

27.05 Insufficient Off-Duty Hours

If an employee works overtime immediately following their regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to

report for duty for her next shift until she has received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

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

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

ARTICLE 28 – HARASSMENT, NON-DESCRIMINATION AND RESPECTFUL WORKPLACE

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.

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.

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on the basis of sexual orientation.

The Employer will provide education and training to all employees, officers, allied personnel, contract staff and volunteers to ensure all are aware of conduct which is considered to be unacceptable and will not be tolerated. This shall include but not limited to Discrimination and Personal, Psychological and Sexual Harassment.

28.01 Sexual Harassment

A) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

B) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
   i) touching, patting or other physical contact;
   ii) leering; staring or the making of sexual gestures;
   iii) demands for sexual favours;
   iv) verbal abuse or threats;
   v) unwanted sexual invitations;
   vi) physical assault of a sexual nature;
   vii) distribution or display of sexual or offensive pictures or material;
   viii) unwanted questions or comments of a sexual nature;
   ix) practical jokes of a sexual nature.

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

D) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of

reprisal or promise of reward.

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

28.02 Psychological Harassment and Personal Harassment

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

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

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

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

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

28.03 Workplace Bullying

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

Bullying for the purpose of this Article is any inappropriate conduct or comment by a person towards another person that a person knew or reasonably ought to have known would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person. The behaviour may be repeated or systematic and may be physical, verbal or psychological including shunning.

Bullying behaviour could include but is not limited to:

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

28.04 Complaint Procedures

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

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

An employee who witnesses or experiences harassment should complain by filing a verbal or written complaint with the Employer for investigation.

There is also the option to file:

i) A grievance at Step 2 of the grievance procedure and/or;
ii) WorkSafeBC complaint and/or;
iii) Human Rights complaint.

The Employer's policy shall be consistent with this Article. All complaints of discrimination and harassment shall be addressed in a timely manner and appropriate corrective measures shall be taken to prevent further recurrences.

The Employee may have Union representation at any point of the process.

Complaints under this Article shall be treated in strict confidence by all Parties involved.
Failure to maintain respectful conduct will lead to discipline up to and including termination of employment. Allegations of harassment, discrimination or bullying which are found to be false, frivolous or in bad faith maybe cause for discipline, up to and including dismissal.

28.05 Respectful Conduct in the Workplace
Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings.

A Respectful Workplace is characterized by but not limited to:

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

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

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

D) Dispute Resolution Processes - differences will be managed through dispute resolution processes including, but not limited to Article 3, 9, and 28 of this agreement;

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

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

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

ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

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

The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

29.01 Joint Occupational Health and Safety Committee

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

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

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

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

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

29.02 Medical Examinations

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

29.03 Safe Workplace

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

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

C) The Employer will maintain a violence prevention education and reporting program. The program will be reviewed annually by the Occupational Health and Safety Committee and the Union Management Committee.

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 residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

29.04 Provision for Immunizations

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

29.05 Nurse Vacancies

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

ARTICLE 30 – LEAVE - BEREAVEMENT

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

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

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

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

ARTICLE 31 – LEAVE - COURT APPEARANCE

A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty. The approved leaves shall not exceed twenty (20) work days annually.

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

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

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

ARTICLE 32 – LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

32.01 Transfer of Function

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

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

32.02 In-Service Programs

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

A) The Employer reserves the right to identify specific in-service programs deemed compulsory.

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

32.03 General Education Programs

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

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

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

ARTICLE 33 – LEAVE - ELECTIONS

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

ARTICLE 34 – LEAVE - GENERAL

34.01 Application

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

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

34.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave. Approval of requests shall not be unreasonably withheld.

34.03 Increments

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

ARTICLE 35 – MATERNITY AND PARENTAL LEAVE

35.01 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**

i) A pregnant regular 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 Article 35.01 (A) above.

A request for special circumstances leave pursuant to Article 35.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or

actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

ii) If the newborn child will be or is at least six (6) months of age at the time the child comes under the care of the birth mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition, the employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

iii) An employee's combined entitlement to leave under sub-sections (A), (B), and (C) of Article 35.01 is limited to eighty-nine (89) weeks.

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

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

F) The Employer shall not terminate an employee because of the employee's pregnancy or her absence for maternity reasons.

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

35.02 Non-Birthing Parent

A) **Parental Leave**
On four (4) weeks' notice and within seventy-eight (78) weeks of the birth of his child, a natural father may apply for up to sixty-two (62) weeks parental leave without pay.

B) **Special Circumstances**
If the newborn or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the 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, the adoptive parent may apply for up to five (5) weeks of additional parental leave without pay. The additional weeks must be taken immediately after the unpaid leave in Article 35.02(A) above. The combined period of parental leave and parental leave for special circumstances shall not exceed sixty-seven (67) weeks.

C) **Additional Leave**
Any further leave granted beyond the allowable leave periods of Article 35.02(A) and (B) will be unpaid leave without any benefits.

35.03 Benefits Continuation

A) For leaves taken pursuant to 35.01 and 35.02 the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 Leave – General.

B) For the balance of the leaves taken pursuant to Article 35.01 and 35.02, 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 benefits.

35.04 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 this Article, as applicable, and at least four (4) weeks' notice of her 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.

35.05 Return to Employment
An employee resuming employment after a leave of absence pursuant to Article 35.01 or 35.02, as applicable, shall be reinstated in all respects to her previous position or to a comparable position, with all increments to wages and benefits to which she would have been entitled during the period of her absence.

35.06 Bridging of Service
If a regular employee, who is employed for the Employer as defined in Article 1.02 of the Collective 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, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

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

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

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

D) This bridging of service will apply to an employee who is employed by the Employer and applies for and receives a regular position at the worksite.

E) The employee must serve the probationary period.

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

ARTICLE 36 – LEAVE - PAID HOLIDAYS

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

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day

Victoria Day (Queen's Birthday)	Christmas Day
Canada Day (July 1)	Boxing Day
British Columbia Day	

36.02 Payment for Paid Holidays

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

B) A regular part-time employee shall receive four point eight percent (4.8%) pay for the aforementioned paid holidays.

Effective following ratification (December 21, 2023), a regular part-time employee shall receive five point two percent (5.2%) pay for the aforementioned paid holidays.

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

36.03 Work on a Paid Holiday

A) **Regular Employee**

A regular employee required to work on a statutory holiday shall be paid at the rate of double time (2x) for the first 7.5 hours between 0001 and 2400 on the statutory holiday. The exception will be Christmas and Labour Day which will be paid at the rate of two and one half times (2.5 x) for the seven point five (7.5) hours worked.

B) **Casual Employee**

A casual employee who works on a paid holiday shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 36.03 (A), shall be paid two and one half times (2.5x) her rate of pay.

36.04 Premium Rates of Pay

A) **Overtime**

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

B) **Call-Back**

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

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

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

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

Should the Employer change the work schedule without fourteen (14) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

36.05 Paid Holiday Coinciding with a Rest Day
Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay.

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

36.07 Scheduling of Paid Holidays

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

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

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

ARTICLE 37 – LEAVE - PROFESSIONAL MEETINGS

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

ARTICLE 38 – LEAVE - PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 34 - Leave - General.) This time limit shall not exceed five (5) years.

ARTICLE 39 – LEAVE - SICK

39.01 Accumulation

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

B) Regular full-time employees shall receive one and one-quarter (1.25) working days sick leave credits for each month of service.

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

$$\frac{\text{Hours paid per month* (excluding overtime)}}{156.6} \times 1.25$$

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

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

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

39.03 Proof of Sickness
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 doctor's certificate may be requested for each leave of more than three (3) consecutive workdays. Should the Employer identify a sick leave pattern or a suspicious absence, the employee may be required to provide a doctor's certificate for an absence of less than three (3) days. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

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

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

39.06 Expiration of Sick Leave Credits
Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits.

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

39.07 Leave - Workers' Compensation

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

B) **Benefit Entitlement**
When an employee is on a WorkSafeBC claim all benefits of the Agreement will continue to accrue. For the first twenty (20) work days on claim, an employee will accrue vacation credits. Once the claim exceeds twenty (20) work days, vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

C) **Approval of Claim**
When an employee is granted sick leave with pay and WorkSafeBC leave is subsequently approved for the same period, the employee will reimburse the Employer an equivalent amount to the amount received in paid sick leave. Upon the Employer's receipt of funds from the employee, the Employer will reinstate the sick leave bank.

D) **Continuation of Employment**

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

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

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

39.09 Appointments
A) Subject to operational requirements and upon at least eight (8) days notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off duty hours.
B) When an employee's doctor refers the employee to a specialist, then any necessary travel time, to a maximum of three (3) work days for the employee to visit such specialist, shall be paid for and deducted from sick leave credits.
C) The employee will be required to furnish proof of need in both (A) and (B) above.

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

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

39.12 Voluntary Treatment
While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 39.06 shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 40 – LEAVE - SPECIAL

40.01 Application
Special leave shall be paid and granted as follows:
A) Paternity leave - one (1) day;

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

ARTICLE 41 – LEAVE - UNION

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

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.
A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:

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

B) One (1) employee per shift to a maximum of two (2) employees either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;

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

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

E) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 34;

F) An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

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

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

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

ARTICLE 42 – LEAVE - VACATION

42.01 Vacation Entitlement

A) Regular employees shall be entitled to vacation leave based on length of service at the rate of 9.1% of hours worked. After five (5) years of continuous service the rate of 9.1% shall be increased

by .2% per year up to ten (10) years of continuous service. At eleven (11) years of service, it will be 10.7%, at twelve (12) years of service to 11.1%, at thirteen (13) years of service to 11.5%, at fourteen (14) years of service to 11.8% and at 15 years of service to 12%. Employees with sixteen (16) years of service will receive 12.4%. Employees with seventeen (17) years or more service will receive 12.8%.

Effective January 1, 2024, employees with twenty (20) years of service will receive 13.2%.

Effective January 1, 2024, employees with twenty-six (26) years of service will receive 14.0%.

B) Regular employees become eligible for paid vacation leave once they have completed three (3) months of continuous employment.

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

C) Regular employees shall be entitled to one (1) Flex Day in each Calendar year, should the day not be used by December 31, it will be paid out. The request must be submitted 7 days in advance and approval is subject to operational requirements. The replacement will be done at straight time.

42.02 Terminating Employees

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

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

42.03 Scheduling of Vacation

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

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

C) Employees who want to take vacation during the months of January 1 to June 30 must submit a written request no later than December 1 preceding vacation. The Employer will respond no later than December 15.

Employees who want to take vacation during the months of July 1 to December 31 must submit a written request no later than June 1 preceding vacation. The Employer will respond no later than June 15.

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

E) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times.

Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

F) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time. The Employer will provide a report in the first week of November and May of each year that would project the number of vacation days the employee would accrue during a six (6) month period starting January 1.

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

ARTICLE 43 – BENEFITS

43.01
For the duration of the Agreement, the Employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will continue for the duration of the agreement.

43.02
Eligible employees scheduled twenty (20) or more hours a week on a regular basis shall be eligible for those benefits for eligible employees as outlined in the Employer's benefit program.

43.03
The Employer shall pay 100% of the premiums for eligible employees. Benefit premiums will continue to be paid for the first twenty (20) days of an unpaid leave of absence. Employees wishing to continue benefits beyond the twenty (20) days may do so provided the employee pays the full monthly premiums in advance to the Employer.

43.04 Employee Family Assistance Plan
The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees regularly scheduled twenty (20) hours or more a week in the active employ of the Employer under an Employee Family Assistance plan.

43.05 Critical Illness Plan
The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees regularly scheduled twenty (20) hours or more a week in the active employ of the Employer under a critical illness plan providing a maximum of $25,000.

43.06 Vision Care
Effective upon ratification (December 21, 2023), increase the vision care coverage from $390.00 (inclusive of eye exam) to four hundred and seventy-five ($475.00/24 months) inclusive of eye exam.

43.07 Paramedical
Effective upon ratification (December 21, 2023), increase the paramedical entitlement by $50.00 from $500.00 to $550.00.

ARTICLE 44 – WORKERS' COMPENSATION

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

B) Opportunities for early return to work for employees in receipt of WorkSafeBC benefits are covered in the Employer's Early Safe Return to Work Policy.

ARTICLE 45 – EMPLOYMENT INSURANCE

45.01 Coverage

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

45.02 Rebates

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

ARTICLE 46 – RETIREMENT PLAN

The Employer will provide a Retirement Plan to all post probationary Employees.

Effective January 1, 2026, contributions may be made at five point two five percent (5.25%) or five point seven five percent (5.75%) of straight time earnings at the employees choice and matched by the employer.

The Employee may add to their portion of the contributions. The Plan shall be self directed. Any administrative costs shall be borne by the Employer.

ARTICLE 47 – EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

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

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

ARTICLE 48 – PREVIOUS EXPERIENCE

48.01 Regular Employees

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

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

48.02 Casual Employees

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

ARTICLE 49 – PAYMENT OF WAGES

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

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

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

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

The Employer will correct any pay errors within two (2) pay periods by regular payroll deposit.

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

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

B) The employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;

C) The hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;

D) Any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;

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

F) The amount being received by the employee;

G) Sick leave credits used within the pay period and accumulated balance;

H) Special leave hours used within the pay period;

I) Vacation hours taken within the pay period.

ARTICLE 50 – GENERAL CONDITIONS

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

50.02 Registration

A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act. Such authorization must be in effect on or by March 1 of each calendar year.

B) A nurse is required to confirm her authorization to practice by presentation of her registration card, license, permit or other proof acceptable to the Employer. A nurse failing to do so and who cannot give an acceptable reason to the Employer shall be subject to discipline up to, and including, dismissal.

ARTICLE 51 – AMENDMENTS

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

ARTICLE 52 – PROFESSIONAL RESPONSIBILITY CLAUSE

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

A) Nursing practice conditions
B) Safety of residents and nurses
C) Workload

52.01

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

52.02

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

52.03 Composition of the Committee

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

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

52.04

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

52.05

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

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

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

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

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

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

ARTICLE 53 – EFFECTIVE AND TERMINATING DATES

A) This Agreement shall be effective from April 1, 2024 and shall remain in force and be binding upon the parties until March 31, 2027 and thereafter until a new Agreement has been consummated.

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

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

ARTICLE 54 – WAGE SCHEDULE

Current Leveled Rates Effective April 1, 2024										
	Increment									
	First Year	**Second Year**	**Third Year**	**Fourth Year**	**Fifth Year**	**Sixth Year**	**Seventh Year**	**Eighth Year**	**Ninth Year**	**Tenth Year**
Level 3 (RN/RPN)	41.42	43.00	44.58	46.20	47.82	49.44	51.06	52.68	54.29	55.91
Recognition Pay 15 Years	41.94	43.52	45.10	46.72	48.34	49.96	51.58	53.20	54.81	56.43
20 Years	42.71	44.29	45.87	47.49	49.11	50.73	52.35	53.97	55.58	57.20
25 Years	43.74	45.32	46.90	48.52	50.14	51.76	53.38	55.00	56.61	58.23
30 Years	45.03	46.61	48.19	49.81	51.43	53.05	54.67	56.29	57.90	59.52

*NOTE: Refer to Letter of Understanding #1 RE: British Columbia Government Wage Levelling.

ARTICLE 55 – RESPONSIBILITY

An employee designated by the Employer to be in charge of the residence for a period of three (3) hours or more for the evening, night and weekend day shift shall be paid an allowance of two dollars ($2.00) per hour.

MEMORANDUM OF AGREEMENT
BETWEEN
BRITISH COLUMBIA NURSES' UNION
AND
CPAC (LANGLEY GARDENS) INC.

Reimbursement of Professional College Dues

For the British Columbia College of Nursing Professionals (BCCNP) registration years, the following shall apply:

Effective date of ratification (June 6, 2025), regular RNs/RPNs, shall receive their current BCCNP dues reimbursed upon receipt of renewal to a maximum of six hundred and twenty-five dollars ($625.00) per year.

Effective January 1, 2026, regular RNs/RPNs, shall receive their current BCCNP dues reimbursed upon receipt of renewal to a maximum of seven hundred dollars ($700.00) per year.

Signed on behalf of the Union	**Signed on behalf of the Employer**
Peter Knapp, Labour Relations Officer – Independent Bargaining	Macey Nielissen, Director, Labour Relations – Chartwell Retirement Residences
Michelle Rodriguez, Bargaining Committee Representative	Beverly Tanseco – General Manager
Dated:	**Dated:**

NUMBER OF CLASSIFICATIONS AT CPAC (LANGLEY GARDENS) INC. (Letter from Amanda List, Administrator)

Ms. Debbie Kamal Ali
Labour Relations Officer
B.C. Nurses' Union
4060 Regent Street
Burnaby, BC V5C 6P5

Dear Ms. Kamal Ali:

RE: Number of Classifications at CPAC Langley Gardens

For the purposes of the collective agreement, we have indicated that there is presently one classification for nurses. If at any time, a new classification is established, the parties agree to negotiate a wage rate. Also, for the purposes of Layoff, Recall and Technological Change or any other clause that has a monetary implication, that if the employee is reassigned to a lower rated position, the employee will continue to be paid at her wage rate of the higher classification until the current wage rate of the lower classification equals or exceeds it.

Yours truly,

CPAC (Langley Gardens) Inc.

Amanda List
Administrator

BRITISH COLUMBIA NURSES' UNION

AND

CPAC (LANGLEY GARDENS) INC.

Signed on behalf of the Union	**Signed on behalf of the Employer**
Peter Knapp, Labour Relations Officer – Independent Bargaining	Macey Nielissen, Director, Labour Relations – Chartwell Retirement Residences
Michelle Rodriguez, Bargaining Committee Representative	Beverly Tanseco – General Manager
Dated:	**Dated:**

NEW

LETTER OF UNDERSTANDING #1

BETWEEN

CHARTWELL MASTER CARE LP
[CPAC LANGLEY GARDENS]
("The Employer")

AND

BRITISH COLUMBIA NURSES' UNION

RE: BRITISH COLUMBIA GOVERNMENT WAGE LEVELLING

WHEREAS the Employer and Union are party to a Collective Agreement with an expiry date of March 31, 2021;

AND WHEREAS the Parties have entered into collective bargaining regarding the aforementioned expired Collective Agreement;

AND WHEREAS the Parties have engaged in discussions of proposals brought forward during collective bargaining;

AND WHEREAS the Parties have jointly identified that wage levelling implemented by the British Columbia Government during the term of the Collective Agreement has affected the Parties' negotiations, the Parties hereby mutually agree as follows:

1. The Parties agree that should the Government of British Columbia (herein after BC GOVERNMENT) wage levelling be terminated by the British Columbia Government prior to the collective agreement expiry date, the Parties will re-open the collective agreement in order to negotiate wage rates for classifications that were adjusted subject to the BC GOVERNMENT wage levelling.

2. The Parties agree that such wage re-opener negotiations will commence within thirty (30) calendar days of any British Columbia Government announcement that terminates BC GOVERNMENT wage leveling. Timelines may be extended by mutual agreement by the parties.

3. No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the Parties.

4. Should the Parties not reach an agreement within thirty (30) calendar days following the commencement of the wage re-opener discussions identified in paragraphs 2 and 3 above, the matter in dispute shall be referred to Interest Arbitration. 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 interest Arbitrator within fifteen (15) calendar days, one will be appointed by the Collective Agreement Arbitration Bureau (CAAB) at the request of either party.

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