

Everett  
Rest Home  
Ltd.

2006-  
2009

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COLLECTIVE AGREEMENT

BETWEEN

EVERETT REST HOME LTD.

AND

THE BRITISH COLUMBIA NURSES' UNION

April 1, 2006 to March 31, 2009

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## **ARTICLE 1 - PREAMBLE AND DEFINITIONS**

### **1.01 Preamble**

The British Columbia Nurses' Union and Everett Rest Home Ltd. agree to abide by the terms and conditions set out in this Collective Agreement.

For clarity and brevity throughout this Collective Agreement the term "The Employer" shall be used to describe the owner or designate of Everett Rest Home Ltd.

Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.

### **1.02 Definitions**

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

**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 any Union included in the British Columbia Nurses' Union.

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

**DAY SHIFT** means a shift in which the major portion occurs between 0730 and 1530 hours.

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

**DESIGNATED DAYS OFF** means two consecutive days off, other than a paid holiday, in any seven (7) calendar day period averaged over the length of the rotation.

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

**EMPLOYER** means the legal name of the Employer on the certification issued by the Labour Relations Board of British Columbia (Everett Rest Home Ltd).

**EVENING SHIFT** means a shift in which the major portion occurs between 1530 and 2330 hours.

**NIGHT SHIFT** means a shift in which the major portion occurs between 2330 and 0730.

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

**SCHEDULED DAY OFF** for a regular full-time employee means any day the employee is not scheduled to work, other than a paid holiday. For a regular part-time employee, "Scheduled Day Off" means a designated day off.



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

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

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

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

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

## **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.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 General Rights**

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

### **3.02 Employer Policies**

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

## **ARTICLE 4 - UNION RECOGNITION**

### **4.01 Union Recognition**

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

### **4.02 Scope of Agreement**

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

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Security**

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

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

### **5.02 Union Deductions**

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

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

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

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

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

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

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

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

### **6.01 Individual Agreement**

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

### **6.02 Contracting Out**

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

### **6.03 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

### **6.04 Stewards**

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

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

**B) Notification of Change of Stewards**

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

**C) Duties and Responsibilities**

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

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

**D) Conditions Governing Stewards**

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

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

**6.05 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 facility.

**6.06 Personnel File**

**A) Employee Access**

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

**B) Union Representative or Steward Access**

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

**C) Confidential Nature of Personnel File**

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

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

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Collective Agreement to all of its employees, including new hire employees.

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

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

### **6.09 Union Binder**

The Employer shall provide a binder for the exclusive use of the Union for the purpose of posting Union business.

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

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

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

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

### **8.01 Composition of Committee**

A Union/Management Committee shall be established. The Employer and the Union shall each appoint one (1) representative and one (1) alternate 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.

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

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

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

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

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

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

## **8.06 Stewards**

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

## **ARTICLE 9 - GRIEVANCES**

### **9.01 Discussion of Differences**

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

### **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees:

#### **Step 1**

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

#### **Step 2**

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance. Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

#### **Step 3**

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

#### **Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, the difference may be referred to an Industry Troubleshooter who 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 Amending Time Limits**

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

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

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

#### **Step 1**

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

#### **Step 2**

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

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

### **9.05 General Application Dispute**

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

### **9.06 Deviation from Grievance Procedure**

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

## **ARTICLE 10 - ARBITRATION**

### **10.01 Authority of the Arbitration Board**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to an Arbitrator who shall have the power to determine whether any matter is

arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

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

#### **10.02 Notification**

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

B) The parties shall, within a further ten (10) calendar days, shall mutually agree upon the selection of an Arbitrator. If the parties fail to agree upon an Arbitrator within this ten (10) calendar day period, either party may request the Minister of Labour of British Columbia to make the appointment.

#### **10.03 Expenses of the Arbitrator**

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

#### **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 the Employer and the Union may determine, by mutual agreement, those grievances suitable for expedited arbitration.

B) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on a date mutually agreed between the parties.

C) The location of the hearing is to be mutually agreed to by the parties.

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 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 arbitrator shall have the same powers and authority as an arbitrator established

under the provisions of Article 10.01.

- M) 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 25.03 - Posting of Work Schedules).

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

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

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

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

#### **A) Definition**

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

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

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

#### **C) Seniority**

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

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

#### **A) Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of fourteen point four (14.4) hours or equivalent per week but less than the full hours as provided in Article 26.01 Hours of Work.

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

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 46 Medical, Extended Health and Dental coverage, and Group Life Insurance Coverage.)

#### **C) Seniority**

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

### **11.04 Casual Employees**

#### **A) Definition**

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

- (1) Sickness relief
- (2) Vacation relief



- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments.)
- (5) Temporary work load
- (6) Paid holiday relief
- (7) Overtime owing relief
- (8) Maternity leave relief

**B) Off Duty Rights**

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

**C) Letter of Appointment**

- (1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level.

**(2) Orientation**

The Employer will provide casual employees with orientation.

**D) Casual Register**

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

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

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

- (1) The Employer shall offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority.
- (2) Notwithstanding the above, where the Employer has received 24 hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy may be filled as the Employer deems most efficient.
- (3) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- (4) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the facility and invite casuels to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority.
- (5) **Telephone Call-In**
  - (a) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register. The Employer shall permit the telephone to ring a minimum of eight (8) times.
  - (b) All such calls shall be recorded in a log book showing the signature of the

person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

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

**F) Layoff and Recall**

The parties agree that, in accordance with the provisions governing layoff and recall, work of a casual nature will first be assigned to employees who have been laid off, as interim placement pending more permanent solutions. Where this occurs Article 11.04 (E) will not apply.

**G) Wage Entitlement**

- (1) Casual employees shall be paid in accordance with the wage schedule.
  - (a) A casual employee hired having less than one (1) year's experience (1827 hours) shall be placed at the first step of the increment scale.
  - (b) A casual employee hired having more than one (1) year's experience shall receive credit for previous experience as per Article 51 (Previous Experience).
- (2) Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1827) worked with the Employer.
- (3) 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.
- (4) When a casual employee applies for and receives a regular position with the Employer, 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 50 - Previous Experience, whichever is higher, and shall advance to the next increment on her anniversary date of employment.

**H) Benefit Entitlement**

**(1) Grievance and Arbitration**

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

**(2) Vacation Pay and Paid Holidays**

Casual employees shall receive 12.2% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

**(3) Other Benefits**

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

The provisions of Article 51 Payment of Wages and Article 57 Wage Schedules,

apply to casual employees.

**(4) Health and Welfare Coverage**

**(a) Benefit Entitlement**

All casual employees who have completed 172.8 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 enroll in each and every one of the benefit plans and shall not be entitled to except any of them.

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

**I) Seniority**

Seniority for casual employees is defined as the total number of hours worked by the employee at the facility up to a maximum of the annual full-time equivalent (1827) hours per year.

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

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

- (1) Determine the number of hours worked in the 12 month period
- (2) Divide by 52.2 weeks
- (3) Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

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

**J) Overtime Pay**

- (1) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:
  - (a) The hours of work in one day exceed either:
    - (i) the normal daily full shift hours as defined in Article 26.01 Hours of Work;
    - or
    - (ii) the length of the extended shift offered and accepted.

**K) Probationary Period**

- (1) Newly hired casual employees will be probationary during their first three months of employment or 172.8 hours, whichever is greater.

## **ARTICLE 12 - ANNIVERSARY DATE AND INCREMENTS**

### **12.01 Definition**

Increment step means the annual gradation of wages within a classification as set out in the 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 12.03 Increments).

### **12.03 Increments**

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

## **ARTICLE 13 - SENIORITY**

### **13.01 Definition**

- A) Regular Employee Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.
- B) Casual Employee Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1820) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within 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 which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority.

### **13.04 Seniority Lists**

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

The seniority list shall contain the following information:

- i) name;
  - ii) status (regular full-time, regular part-time, casual);
  - iii) wage schedule classification;
  - iv) start date;
  - v) total hours for casuals;
  - vi) job titles;
  - vii) worksite;
  - viii) Social Insurance Number (subject to (B) below).
- B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance Number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

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

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

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

## **ARTICLE 14 - PROBATIONARY PERIOD**

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

## **ARTICLE 15 - TERMINATION OF EMPLOYMENT**

### **15.01 Employee Termination**

- A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.
- C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.04 (scheduling of vacation).
- D) Provided that 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 eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc.

### **15.04 Employer Terminations**

- A) An Employer shall not terminate an employee except for just cause.
- B) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 Resolution of Employee Dismissal or Suspension Disputes.)
- C) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 Grievances and Article 10 Arbitration.)

## **ARTICLE 16 - EMPLOYEE EVALUATION**

### **16.01 Evaluations**

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than 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 written censures, letters of reprimand and adverse reports of performance

evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.

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

### **Records Removed**

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

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

## **ARTICLE 17 - VACANCY POSTINGS**

### **17.01 Postings**

- A) The Employer shall post notice of all nursing vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
- B) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.

### **17.02 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long term appointments.
- C) 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 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 facility which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.06. The Employer shall provide such reasons within a further fourteen (14) calendar days.

### **18.02 Filling Vacancies (Applicable to Acute Care Component)**

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

### **18.03 Qualifying Period**

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

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

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

### **18.04 Orientation and Training**

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

Orientation shall include:

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

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

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

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

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.04 Employment in Excluded Positions and Within Other Bargaining Units.)

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



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

**C) Other Employees Affected**

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

**18.06 Salary on Promotion**

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of fifty dollars (\$50.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

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

**18.07 Increment Anniversary Date**

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

**18.08 Temporary Assignment to a Lower Rated Position**

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

**18.09 Voluntary Demotion**

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

**ARTICLE 19 - 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 Lay-Off**

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

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) Employees' Lay-Off Options**

A meeting will be arranged between the laid-off employee and his/her shop steward and Employer representative. The Employer will make available a list of current union vacancies, a current union seniority list (see Article 13) and information regarding options.

An employee who receives notice of layoff:

- i) may bump a junior employee, provided the employee is qualified to do the job of the junior employee. Bumping rights must be exercised with ten (10) working days of receipt of written notification of layoff by written notice to the Administrator.

- ii) may select a vacant position in accordance with seniority provided the employee has the capabilities and qualifications to perform the duties of the vacant position.
- iii) may elect lay off should the employee find there is no satisfactory position available to her.

**C) 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.

**D) Severance Pay**

After being on lay-off for one (1) year, a regular employee will receive the following severance pay:

- a) two (2) weeks' pay where the employee has completed a period of employment of at least six (6) consecutive months, and
- b) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks' pay.
- c) full-time employees recalled for full-time work and who fail to report for such work under Article 13.03 will not be eligible for severance pay.

Part-time employees recalled for full-time or part-time work and who fail to report for such work under Article 13.03 will not be eligible for severance pay.

**19.02 Advance Notice**

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

**A) Regular Full-Time Employees**

- (1) less than five (5) years' service - twenty-eight (28) calendar days' notice or regular pay for twenty (20) work days;
- (2) 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;
- (3) more than ten (10) years' service - sixty (60) calendar days' notice or regular pay for forty (40) work days.

**B) Regular Part-Time Employees**

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

$$\frac{\text{hours paid per month *(excluding overtime) x} \\ \text{**(work days) in lieu of notice}}{(152.25 \text{ hours})}$$

- \* Includes leave without pay up to twenty (20) work days. (Reference Article 37 - Leave - General.)
- \*\* Entitlement as in (A)(1), (2) or (3).

**C) Application**

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

**19.03 Benefits Continued**

- A) Employees with one (1) or more years of service who are laid off shall accrue benefits for

- twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 37 – Leave General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
  - C) Probationary employees who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
  - D) For the first twenty (20) work days of layoff as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental 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.
- B) The Employer shall give seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address. Laid off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.
- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- D) If no employee on lay off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid off have been given first option of recall.

#### **19.05 Recall Period**

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

#### **19.06 Leaves of Absence**

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

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

#### **20.01 Technological Policy**

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

## **20.02 Technological Displacement**

### **A) Employee Notified**

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

### **B) Union Notified**

- (1) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- (2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 - Arbitration.

## **20.03 Wages on Reassignment**

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

## **20.04 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 - CREATION OF NEW POSITION**

### **21.01 Employer Notice**

If the Employer creates a new position not included in Article 57 Wage Schedule it shall establish the wage structure and then give written notice to the Union of such wage structure and shall advise the Union of its intent to implement the new classification.

### **21.02 Implementation**

- A) If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer the wage structure shall be considered established.
- B) If the Union objects to the wage structure established by the Employer and by negotiation succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employees' date of employment in the new position.
- C) Failing resolution of the matter by negotiation, within a further twenty-eight (28) calendar days of receipt of the notice from the Employer, the matter may be referred to arbitration in accordance with Article 10 - Arbitration. The Arbitrator decision shall be effective retroactive to the employee's date of employment in the new position, and shall be final and binding on both parties.

## **ARTICLE 22 - CHANGE IN CLASSIFICATION**

### **22.01 Employer Notice**

If the Employer makes a significant change in the job content of a position, it shall establish the wage structure and then give written notice to the Union of such change in job content and the proposed wage structure.

## **22.02 Implementation**

- A) If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of notice from the Employer the wage structure shall be considered established.
- B) If the Union objects to the wage structure established by the Employer, and through negotiations succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.
- C) Failing resolution of the matter by negotiation, within a further twenty-eight (28) calendar days of receipt of the notice from the Employer, the matter shall be referred to arbitration in accordance with Article 10 - Arbitration. The Arbitrator decision shall be effective retroactive to the date of the change in the job content by the Employer and shall be final and binding on both parties.

## **22.03 Employee Grievance**

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure.

## **ARTICLE 23 - JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the certification. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

## **ARTICLE 24 - JOB CLASSIFICATION AND PAY EQUITY PROCESS**

The parties agree to the principles of pay equity.

## **ARTICLE 25 - WORK SCHEDULES**

### **25.01 Master Work Schedule**

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

### **25.02 Determination of Work Schedules**

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

### **25.03 Posting of Work Schedules**

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

#### **25.04 Requirements of Work Schedules**

- A) A regular employee will not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- B) Work schedules may take the form of either two (2) shift, or single (1) one shift rotations. This provision may be waived by mutual agreement between the Employer and the employee (s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.
- C) Regular part-time employees may request, in writing, to have two (2) consecutive designated days off in a seven (7) calendar day period, average over the length of rotation, excluding statutory holidays.
- D) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing the employee's last night shift.
- E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.

#### **25.05 Insufficient Notice**

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

#### **25.06 Voluntary Shift Exchange**

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

- A) prior approval of such exchange is given by the employee's immediate supervisor; and
- B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

#### **25.07 Leave of Absence Refused**

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if there is disruption in the workplace or the request is not due to an emergency.

#### **25.08 Three Different Shifts Worked**

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

## **ARTICLE 26 - HOURS OF WORK, MEAL PERIODS, REST PERIODS**

### **26.01 Hours of Work**

There shall be an average of 35 work hours per week, exclusive of meal periods, or a mutually agreed equivalent. The normal weekly full shift hours shall be an average of 35 hours per week. The normal daily full shift hours shall be 7.0 hours. Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than 7.0 hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 25.02).

The base day for benefit calculation purposes is 7.0 hours.

### **26.02 Consecutive Hours of Work**

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

### **26.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period.
- B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
  - (1) the employee is scheduled to work a 7.0 hour shift and receives thirty(30) minutes for a meal period exclusive of the 7.0 hour shift, then the employee shall receive 7.0 hours pay at regular rates;
  - (2) the employee is scheduled to work a 7.0 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.0 hour shift, then the employee shall receive 7.0 hours pay at regular straight time rates plus thirty (30) minutes pay at time and on-half (1.5) the regular rate;
  - (3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
- C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 - Overtime.

### **26.04 Rest Periods**

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

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

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

## **ARTICLE 27 - OVERTIME**

### **27.01 Definition**

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 26.01 Hours of Work.

### **27.02 Authorization**

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

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

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

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

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

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

### **27.04 Application**

- A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

### **27.05 Overtime Pay Calculation**

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

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
  - (1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 Hours of Work;
- B) Overtime at the rate of double (2) time shall be paid on the following basis:
  - (1) for all hours in excess of those worked in (A)(1) above;
  - (2) for all hours worked beyond six (6) days, or six (6) shifts.
- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
  - (1) for all overtime hours worked on a calendar paid holiday;
  - (2) for all overtime hours worked on a day which had originally been scheduled as a



paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

## **ARTICLE 28 - SHIFT PREMIUM AND WEEKEND PREMIUM**

### **28.01 Application**

There shall be no evening shifts.

### **28.02 Weekend Premiums - Effective January 1, 2004**

An employee shall be paid a weekend premium of fifty cents (\$0.50) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

## **ARTICLE 29 - CALL-BACK AND CALL-IN & INSUFFICIENT OFF- DUTY HOURS**

### **29.01 Call-In**

Call-in means the period of time a regular part-time or casual employee reports for work at the Employer's request for unscheduled work. The employee shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

### **29.02 Insufficient Off-Duty Hours**

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

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

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

## **ARTICLE 30 - RESPONSIBILITY PAY**

A special allowance of \$1.34 per hour shall be paid to nurses designated in charge when the manager of Care or the Manager of the facility is not available.

## **ARTICLE 31 - NON-DISCRIMINATION**

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

- C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on the basis of sexual orientation.
- D) The Union and the Employer recognize the right of employees to work in an environment free from sexual, or personal harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual, or personal harassment at the work place.

## **ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each facility 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.

### **32.02 Medical Examinations**

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

### **32.03 Safe Workplace**

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.
- B) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- C) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

### **32.04 Transfer of Pregnant Employees**

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

### **32.05 Provision for Immunizations**

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

### **32.06 Workload**

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

- A) investigate the difference;
- B) define the issue in the difference; and
- C) make written recommendations to resolve the differences

## **ARTICLE 33 - LEAVE - COMPASSIONATE ERROR! BOOKMARK NOT DEFINED.**

### **33.01 Application**

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

### **33.02 Leave - With Pay**

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

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

### **33.03 Leave - Without Pay**

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay. (Reference Article 43 Leave - Special.)

## **ARTICLE 34 - LEAVE - COURT APPEARANCE**

- A) A regular employee who is 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. In cases that do not include the Employer, the employee shall not receive wages from the employer when a third party is involved. (re: ICBC) The employee shall make every effort to receive monies from that third party.
- B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Traveling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- C) Regular employees who work evening shifts who are 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) proceeding.

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

## **ARTICLE 35 - LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS**

### **35.01 Transfer of Function**

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

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

### **35.02 In-Service Programs**

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

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

### **35.03 General Education Programs**

#### **A) Employer Requested Leave**

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

#### **B) Duration and Expenses**

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

#### **C) Employee Requested Leave**

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

#### **D) Leave on Day Off**

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

## **ARTICLE 36 - LEAVE - ELECTIONS**

Employees who are eligible to vote in a Federal or 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 37 - LEAVE - GENERAL**

### **37.01 Application**

An employee granted any unpaid leave of absence totaling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including the R.S.P. Retirement Plan (Article 49), provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 44 - Union Leave, shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

### **37.02 Notice**

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

### **37.03 Increments**

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

## **ARTICLE 38 - PARENTAL LEAVE**

### **38.01 Natural Mother**

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

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

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

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave - General.
- (b) For the balance of an seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payments to the plans in the same manner as if the employee was not absent.

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

Within the fifty-two (52) week leave period granted under 38.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

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

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payments to the plans in the same manner as if

the employee was not absent.

**C) Special Circumstances**

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

A request for special circumstances leave pursuant to Article 38.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- (2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- (3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 38.01 is limited to sixty-three (63) weeks.

(4) **Benefits**

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

**D) Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 38.01(A), (B), or (C), will be unpaid leave without any benefits.

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

**38.02 Natural Father**

**A) Parental Leave**

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

(1) **Benefits**

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

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

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

**(1) Benefits**

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

**C) Additional Leave**

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

**38.03 Adoptive Parents**

**A) Adoption Leave**

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

**(1) Benefits**

- (a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 Leave - General.
- (b) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payments to the plans in the same manner as if the employee was not absent.
- (c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 37.01 Leave – General

**B) Parental Leave**

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

**(1) Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave - General.
- (b) For weeks five (5) through thirty-seven (37) the service of an employee who

is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payments to the plans in the same manner as if the employee was not absent

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

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

**(1) Benefits**

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

**D) Additional Leave**

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

**38.04 Return To Employment**

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

**38.05 Bridging of Service**

A regular employee, who is employed by an 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 an Employer party to this Provincial Agreement and applies for and receives a regular position at the same worksite.
- E) The employee must serve a three month probationary period.
- F) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.



**ARTICLE 39 - LEAVE - PAID HOLIDAYS – Effective January 1, 2004**

**39.01 Paid Holiday Entitlement**

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

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

**39.02 Payment for Paid Holidays**

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

$$\begin{array}{r} \text{Days paid* per calendar year} \\ \text{(excluding overtime)} \end{array} \quad \times \quad \frac{\text{regular pay} \times \text{eleven (11)}}{261}$$

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

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

**39.03 Work on a Paid Holiday**

**A) Regular Employee**

A regular employee required to work on a paid holiday, shall be paid two (2) times her rate of pay.

**B) Casual Employee**

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

**39.04 Premium Rates of Pay**

**A) Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 27.05 - Overtime Pay Calculation.)

**B) 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.

**39.05 Paid Holiday Coinciding with a Rest Day**

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

**39.06 Paid Holiday Coinciding with a Vacation**

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

**39.07 Scheduling of Paid Holidays**

**A) Application**

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

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

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

**C) Sick Leave**

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

**ARTICLE 40 - LEAVE - PROFESSIONAL MEETINGS**

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

**ARTICLE 41 - LEAVE - PUBLIC OFFICE**

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 - Leave - General.)

**ARTICLE 42 - LEAVE – SICK - EFFECTIVE JANUARY 1, 2005**

**42.01 Accumulation**

- A) Regular employees are eligible to accumulate sick leave credits based on length of service.
- B) Regular full-time employees shall receive one point five (1.5) working days sick leave credits for each month of service.
- C) Regular part-time employees shall receive sick leave credits for each month of service as follows:

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

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

General.)

- D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days. No further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

#### **42.02 Payment**

Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized.

Regular part-time employees shall receive their regular pay for scheduled work hours lost.

#### **42.03 Proof of Sickness**

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

#### **42.04 Benefits Accrue**

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

#### **42.05 Notice Required**

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

#### **42.06 Expiration of Sick Leave Credits**

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

(Reference Article 37 Leave – General)

#### **42.07**

- A) 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.
- B) Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation, shall be paid for from the employee's accumulated sick leave.
- C) The employee will be required to furnish proof of need in both (A) and (B) above.

#### **42.08 Cash-In of Sick Leave Credits**

- A) Employees leaving the work force on or after their 55th birthday will be entitled to a cash payment equal to forty per cent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- B) The cash pay out of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.
- C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.

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

**42.09 Sick or Injured prior to Vacation**

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

**42.10 Voluntary Treatment**

While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 42.06 shall apply upon expiration of sick leave credits should additional leave be requested.

**42.11 Leave – Workers’ Compensation**

**A) Entitlement to Leave**

A regular employee shall be granted Workers’ Compensation Leave with pay in the event that the Workers’ Compensation board 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. The term claim will not include any form of Workers’ Compensation Board allowance or pension, and this section will not be operative while any employee is receiving such a different form of payment from Workers’ Compensation Board arising from this claim.

**B) Reimbursement to Employer**

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

**C) Benefit Entitlement**

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

**D) Approval of Claim**

When an employee is granted sick leave with pay and Workers’ Compensation Leave is subsequently approved for the same period, the employee’s sick leave bank shall be restored to the level it was prior to the Workers’ Compensation Board absence.

**E) Continuation of Employment**

Employees who qualify for Workers’ Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

**42.12 Medical Appointments**

Subject to the operational requirements of the Employer and upon at least eight (8) days’ notice, absence from work to attend other than emergency medical or dental appointments will be paid for from accumulated sick leave, when the employee is unable to arrange the appointment during the normal off-

duty hours.

## **ARTICLE 43 - LEAVE - SPECIAL**

### **43.01 Accumulation**

A regular employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (25 days x 7.2 hrs = 180 hours) at the rate of one-half (0.5) day every four (4) weeks.

Special leave credits shall not exceed 180 hours. Should the accumulated balance be reduced below 180 hours, the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not exceed 180 hours.

### **43.02 Application**

Special leave shall be granted as follows:

- A) marriage leave - five (5) days;
- B) paternity leave - one (1) day;
- C) for serious 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;
- D) leave of one (1) day may be added to three (3) days compassionate leave;
- E) leave of one (1) day may be taken for travel associated with compassionate leave.

## **ARTICLE 44 - 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) Subject to the operational requirements of the Employer and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- B) Unpaid leave of absence will be granted to members of the Union's bargaining committee for time spent, including traveling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council and members of Council committees in lieu of missed scheduled days off.
- D) 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 the employee 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 premiums for medical, dental, extended health, group life, and LTD for the first three (3) months of the leave and the Union will reimburse the Employer for the costs of such benefits.

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's LTD Plan providing the Employer is reimbursed by the Union for the cost of this benefit.

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

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

## **ARTICLE 45 - LEAVE – VACATION**

Vacation accrual for regular employees commences July 1, 2004.

Casual employee vacation entitlement of 8% commences July 1, 2004.

### **45.01 Vacation Entitlement**

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

- 20 work days after 1 year of continuous service
- 20 work days after 2 years of continuous service
- 20 work days after 3 years of continuous service
- 20 work days after 4 years of continuous service
- 21 work days after 5 years of continuous service
- 22 work days after 6 years of continuous service
- 23 work days after 7 years of continuous service
- 24 work days after 8 years of continuous service
- 25 work days after 9 years of continuous service
- 26 work days after 10 years of continuous service
- 27 work days after 11 years of continuous service
- 28 work days after 12 years of continuous service
- 29 work days after 13 years of continuous service
- 30 work days after 14 years of continuous service

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

Days paid\* (excluding overtime)

$\frac{\text{to June 30 inclusive} \times \text{regular pay}}{261} \times \text{yearly vacation entitlement}$

\* includes leave without pay up to twenty (20) days (reference Article 37 Leave - General)

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

Days paid\* (excluding overtime)

$$\frac{\text{to June 30 inclusive} \times \text{regular pay}}{261} \times \text{yearly vacation entitlement}$$

\* includes leave without pay up to twenty (20) days (reference Article 37 Leave - General)

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 45.04 Scheduling of Vacation.

#### 45.02 Terminating Employees

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

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

+ (plus)

$$\frac{\text{Days paid* (excluding overtime) to July 1 in the vacation year to the date of termination (inclusive)} \times \text{regular pay}}{261} \times \text{yearly vacation entitlement}$$

\* includes leave without pay up to twenty (20) days (reference Article 37 Leave - General)

- B) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.
- C) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

#### 45.03 Scheduling of Vacation

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and the

Employer.

- 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.

#### **45.04 Vacation Entitlement Earned During Vacation**

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

#### **45.05 Vacation Pay Advance**

Vacation pay to which an employee is entitled shall be made to the employee at least seven (7) calendar days before the beginning of her vacation, provided the employee gives the Employer at least fourteen (14) days' written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.

### **ARTICLE 46 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, AND GROUP LIFE INSURANCE - EFFECTIVE MAY 1, 2005**

#### **46.01 Medical Coverage**

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

#### **46.02 Extended Health Care Coverage**

- A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses). The plan shall be mutually acceptable to the Union and the Employer. The plan benefits shall be expanded to include:
  - (1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period;



and

- (2) Vision care coverage providing two hundred and twenty-five dollars (\$225) every twenty-four (24) months per eligible employee or eligible dependent.
- (3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.

- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- D) The extended health care plan becomes effective on the first of the month following the date of hire.

#### **46.03 Dental Coverage**

A)

- (1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan A and sixty percent (60%) of the cost of the extended plan B and sixty percent (60%) of the cost of the extended plan C (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses). The Plan shall be mutually acceptable to the Union and the Employer.
- (2) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by another dental coverage plan.
- D) Coverage under the dental plan becomes effective from the first of the calendar month following thirty (30) days from the date of employment.

#### **46.04 Dependents**

An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

#### **46.05 Group Life Insurance Plan**

A) **Eligibility**

Regular full-time and regular part-time employees shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

B) **Benefits**

The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and Standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment

(including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

**C) Premiums**

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

**ARTICLE 47 - WORKERS' COMPENSATION**

- A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 42 - Leave - Sick.)
- B) Opportunities for early return to work for employees on Workers' Compensation Board are covered in the Memorandum of Understanding Early Safe Return to Work (Appendix B).

**ARTICLE 48 - EMPLOYMENT INSURANCE**

**48.01 Coverage**

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

**48.02 Rebates**

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

**ARTICLE 49 - 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 50 - PREVIOUS EXPERIENCE**

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

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

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

**ARTICLE 51 - PAYMENT OF WAGES**

**51.01 Wages**

Wages shall be paid each employee in accordance with Article 61 - Wage Schedule Classifications,

Article 58 - Wage Schedules.

**51.02 Retroactive Pay and Benefits**

All provisions of the Collective Agreement shall be effective April 1, 2006 unless otherwise stated.

**51.03 Pay Days**

Pay days shall be at least monthly. Employees shall have the opportunity to request an advance on the wages. Employees working the following shifts shall be paid by cheque or direct deposit no later than on the pay day.

When a pay day falls on an employees' scheduled day off, the Employer agrees to issue the employees' pay cheque on the last shift worked prior to the pay day, provided the cheque is available.

Where an employee identifies a significant error in her pay, the Employer must provide a manual cheque at the employee's request.

**51.04 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, or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;
- G) the amount being received by the employee;
- H) sick leave credits used, if applicable within the pay period and accumulated balance;
- I) special leave hours within the pay period;
- J) vacation hours taken within the pay period;

**ARTICLE 52 - GENERAL CONDITIONS**

**52.01 Use of Personal Vehicle on Employer's Business**

- A) Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary. Should use of such vehicle be required in the performance of her duties, the Employer shall bear the responsibility of all extra insurance premiums, liability and any other costs which may arise from such usage.

- B) Employees who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance of thirty-eight (38) cents/km. Effective September 1, 2007 the mileage allowance will be increased to fifty (50) cents per/km.

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle.

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

### **52.02 Personal Property Damage**

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

### **52.03 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) At the Employer's request, 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.

## **ARTICLE 53 - AMENDMENTS**

If either the Union or the Employer wishes to propose amendments to the 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 54 - PROFESSIONAL RESPONSIBILITY CLAUSE**

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

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

### **54.01**

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.

### **54.02**

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility

Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to the Chair of the Union/Management Committee.

#### **54.03**

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.

#### **54.04**

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.

#### **54.05**

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 Owner of the facility and the BCNU. The Owner shall meet with the employee to discuss resolution of the concern. At her request, the employee may be accompanied by a steward.

The Owner shall respond to the employee in writing within fourteen (14) calendar days of the meeting.

#### **54.06**

If the matter is not resolved to the Employee's satisfaction with a further seven (7) days, the Employee may request that the Union proceed to troubleshooter for final resolution.

### **ARTICLE 55 - EFFECTIVE AND TERMINATING DATES**

- A) This Agreement shall be effective from April 1, 2006 and shall remain in force and be binding upon the parties until March 31, 2009 and thereafter until a new Agreement has been consummated.
- B) The operation of Subsection(s) 2 and 3 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this agreement.
- C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated with the Agreement.

### **ARTICLE 56 - SEVERANCE ALLOWANCE**

#### **56.01 Eligibility for Severance Allowance**

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as calculated in Articles 55.02 and 55.03 providing that the employee falls into one of the following categories:

- A) Employees with ten (10) years' service, who voluntarily leave the Employer's work force after their 55th birthday.
- B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.
- C) Employees who are not enrolled under the Pension (Municipal) Act or Pension (Public

Service)

- D) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.
- E) Employees with ten (10) years of service who die in service.
- F) Eligibility for severance allowance is not dependent upon participation, or contribution to, the Municipal Superannuation Plan.

**56.02 Severance Allowance Entitlement**

An eligible employee, as defined in Article 56.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

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

**56.03 Calculation of Severance Allowance**

- A) Proportionate payment shall be made to eligible employees for periods of service of less than two (2) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime) in the two year period} \times 1 \text{ week's pay}}{1800 \times 2}$$

- B) Years of service for severance allowance purposes for part-time employees shall be calculated on the following basis:

$$\frac{\text{Total hours paid* (excluding overtime)}}{1800}$$

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

- C) Periods of service cannot be used more than once for calculating severance allowance.

**56.04 Portability of Service for Severance Allowance Purposes**

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

**56.05 Service**

Service for the purpose of this Article means service with the Employer.

**ARTICLE 57 - WAGE SCHEDULE**

***Effective April 1, 2006***

Registered Nurse - \$31.30 per hour (DC1 Rate)  
Director of Resident Care - \$35.11 per hour (DC2 Rate)

***Effective April 1, 2007***

Registered Nurse - \$32.40 per hour (DC1 Rate)

Director of Resident Care - \$36.34 per hour (DC2 Rate)

***Effective April 1, 2008***

Registered Nurse - \$33.21 per hour (DC1 Rate)

Director of Resident Care - \$37.25 per hour (DC2 Rate)

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

Wages as per Step 6 of the DC1 and DC2 Classification Levels as set out in the 2006-2010 HEABC Provincial Collective Agreement.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EVERETT REST HOME**

**AND**

**BRITISH COLUMBIA NURSES' UNION**

The parties have agreed to work collaboratively on a number of issues with the objective of trying to stabilize the ongoing funding of Everett Rest Home.

In addition the parties will continue discussions to try and achieve resolution to the following issues:

- Payment for the Director of Resident Care being on call for emergencies during the hours they are not scheduled to work.
- Application of Article 52.01 use of Personal Vehicle on Employer Business with regard to reimbursement for reasonable costs associated with cleaning the employee's vehicle as a result of damage caused through the transport of residents to appointments etc.
- Application of Article 30 Responsibility Pay.
- Application of Article 28.02 Weekend Premiums.



## APPENDIX "A"

### MEMORANDUM OF UNDERSTANDING

#### EARLY SAFE RETURN TO WORK

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

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

The employee, an Employer, and the Union will meet to agree on a suitable program.

A written program for the employee will include:

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

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

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

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for 15 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, group life which shall be paid in accordance with Article 46. It is further agreed that participation in the program will not delay entitlement.

<b>SIGNED ON BEHALF OF EVERETT REST HOME LTD.</b>	<b>SIGNED ON BEHALF OF BRITISH COLUMBIA NURSES' UNION</b>
<b>Christina MacDonald, Administrator</b>	<b>Fiona Reid, Coordinator</b>
	<b>Gayle Duteil, Executive Director, Operations</b>
	<b>Peggy Dyke, Coordinator</b>
	<b>Reta Ratzlaff, BCNU Steward</b>

Dated this 23<sup>rd</sup> day of January, 2008.

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