MAPLE RIDGE SENIORS VILLAGE

2023–2027

COLLECTIVE AGREEMENT

BETWEEN

MAPLE RIDGE SENIORS VILLAGE

AND

THE BRITISH COLUMBIA NURSES' UNION

September 1, 2023 – August 31, 2027

British Columbia Nurses' Union

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DEFINITIONS

For the purpose of this Agreement:

(1) *"basic pay"* means the rate of pay in each wage schedule.
(2) *"spouse"* is an employee's married or common-law spouse.
(3) "*calendar day"* means a twenty-four (24) hour period ending at midnight.
(4) *"calendar year"* means a period of twelve (12) consecutive months commencing on the first day of January.
(5) "*certification"* means the certification awarded by the Labour Relations Board of British Columbia to the B.C. Nurses' Union.
(6) *"common-law spouse"* includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
(7) "*day shift"* means a shift in which the major portion occurs between 0700 and 1500 hours.
(8) *"employee"* means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
(9) *"Employer"* means Well Being Services (MRSV) Ltd.
(10) "*evening shift"* means a shift in which the major portion occurs between 1500 and 2300 hours.
(11) *"head office of the Union"* is the head office of the BC Nurses' Union.
(12) *"leave of absence with pay"* means to be absent from duty with permission and with pay.
(13) *"leave of absence without pay"* means to be absent from duty with permission but without pay.
(14) "*night shift"* means a shift in which the major portion occurs between 2300 and 0700 hours.
(15) *"promotion"* means a change from an employee's position to one with a higher maximum salary level.
(16) *"rest period"* is a paid interval which is included in the workday.
(17) *"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.
(18) *"steward at large"* means a member of the Union appointed by the Union to represent the Union and its members.
(19) *"Union"* means the B.C. Nurses' Union.
(20) *"union representative"* means a member of the staff of the Union or designated substitute.
(21) *"year"* means a period from any given date in one month to the immediately preceding date twelve (12) months later.
(22) *"block of work"* is defined as the shifts between regular days off, or, if mutually agreed by the Union and Employer any combination of shifts.

The parties agree that portions of the Collective Agreement may be converted from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the Agreement and the parties agree that neither party will gain nor lose any benefit contained in the Agreement as a result of this change.

ARTICLE 1 - PREAMBLE

1.01 Preamble

The parties of this Agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

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.

1.02 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the following shall apply:

A) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;

B) the Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;

C) if a mutual agreement cannot be struck as provided in (B) above, the matter shall be meditated/arbitrated pursuant to Article 10 - Arbitration of the Collective Agreement.

1.03 Conflict with Rules

In the event that there is a conflict between the contents of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule or order.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Bargaining Agent Recognition

A) Employer recognizes the B.C. Nurses' Union as the exclusive bargaining agent for all employees in the bargaining unit.

B) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the General Manager.

2.03 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which is in conflict with the terms of this Agreement.

2.04 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of their membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

2.05 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select up to six (6) stewards to represent employees and shall make reasonable efforts to select a minimum of three (3). The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of their department head and in their absence the person in charge before leaving work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their department head and in their absence the person in charge.

Duties of the steward are but not limited to:

A) investigation of complaints of an urgent nature;

B) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

C) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;

D) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;

E) attending meetings called by management.

F) accompanying an employee at a meeting called by the Employer where disciplinary action is anticipated.

G) acting as appointee to Union/Management committee

H) meeting with new employees during orientation (see Article 5 – Employer and Union Shall Acquaint New Employees)

I) assisting members with the Professional Responsibility process

J) assisting members with the Workload process.

2.06 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and be identified as the BCNU bulletin board.

2.07 Badges, Insignia and Union Shop Cards

A) A union member shall have the right to wear one union pin or badge displaying the recognized insignia of the Union.

2.08 Right to Refuse to Cross Picket Lines

A) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.

B) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

C) Any employees assigned to cover essential services as defined in the *Labour Code* of British Columbia shall be authorized and permitted to cross a legal picket line.

2.09 List of New and Terminating Employees

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

2.10 Technical Information

A) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

B) In January and July of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, status, email address and their phone numbers.

ARTICLE 3 LEAVE - UNION

3.01 Union Leave of Absence

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

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

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

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

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

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

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

v) Selected by the Union or its members as a delegate to attend Regional Bargaining Conference.

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

vii) Union leave for members of the Bargaining Committee (iii) and Council/Board members (i) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 21.05 – Unpaid Leave.

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

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

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

F) To facilitate the administration of Section (A) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within twenty-eight (28) days of receipt of billing from the Employer.

ARTICLE 4 - UNION SECURITY

4.01 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.

4.02 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 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 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 General Right

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.

6.02 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 provision of this Agreement.

ARTICLE 7 – EMPLOYER/UNION RELATIONS

7.01 Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers, and similarly, the Employer shall supply the Union with the names of the General Manager or designate with whom the Union may be required to transact business.

7.02 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of four (4) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 3.01 – Union Leave of Absence.

7.03 Union Representatives

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

B) Reasonable accommodation will be made to allow the President of the union to have access to union members to conduct union business.

7.04 Joint Labour/Management Committee

A) The parties agree to establish a joint committee composed of three (3) employees appointed by the Union and three (3) representatives of the Employer.

B) The Joint Committee shall meet every two (2) months and at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. Employees shall receive straight time pay if meeting is scheduled on a scheduled day off.

C) An Employer representative and a Union representative shall alternate in presiding over the meetings.

D) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

E) The Committee shall have the power to make recommendations to the parties on the following:
   i) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
   ii) correcting conditions causing misunderstandings;
   iii) dealing with matters referred to it in this Agreement;
   iv) to review workplace best practices and workload issues.

F) Minutes of joint committee meetings shall be transcribed by the Employer and distributed to committee members and when approved minutes will be posted.

ARTICLE 8 – EMPLOYEE STATUS

8.01 Employee Status

A) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of seven and one-half (7.5) up to eight (8) hours per day, depending on the employee's shift rotation, and a minimum of thirty-six (36) hours per week, exclusive of unpaid meal breaks.

B) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than an average of thirty-six (36) hours per week, exclusive of unpaid meal breaks.

C) A casual employee is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

8.02 Casual Employees

A) Casual employees shall be paid six percent (6%) holiday pay based on gross earnings and paid on each pay day.

B) Casual employees, who work on a proclaimed paid holiday as per Article 17.01 – Paid Holidays shall be paid at the appropriate paid holiday rate for all hours worked on the shift.

C) Casual employees are covered by some of the following provisions of the Collective Agreement, such as:

(1) Article 1 - Preamble
(2) Article 2 - Recognition of the Union
(3) Article 4 - Union Security
(4) Article 5 - Employer and Union Shall Acquaint New Employees
(5) Article 6 - Management Rights
(6) Article 7 - Employer and Union Relations
(7) Article 9 - Grievances
(8) Article 10 - Arbitration
(9) Article 11 - Dismissal, Suspension and Discipline
(10) Article 12 - Seniority
(11) Article 13 - Vacancy
(12) Article 15 - Hours of Work; except for 15.03(A)(E)(G)
(13) Article 16 - Overtime, except for 16.05(C), 16.06 and 16.08
(14) Clause 17.02 B) - Scheduling of Paid Holidays, Casual employees
(15) Clause 17.04 – Super Stats
(16) Clause 17.05 – Overtime
(17) Clause 21.02 – Compassionate Care Leave
(18) Clause 21.04 – Leave Respecting the Disappearance of Child
(19) Clause 21.05 – Leave Respecting the Death of a Child
(20) Clause 21.06 – Leave Respecting Domestic or Sexual Violence
(21) Clause 21.12 – Donor Leave

(22) Article 23 - Safety and Health
(23) Clause 25.02(b) - Health and Welfare
(24) Article 26 - Work Clothing and Related Supplies
(25) Article 27 - Payment of Wages and Allowances, except 27.02
(26) Article 28 - Notice of New and Changed Positions
(27) Article 29 - General Conditions
(28) Article 30 - Term of Agreement
(29) Article 32 – Responsibility Pay
(30) Article 33 – Harassment
(31) Article 35 – Contracting Out
(32) Appendix 1 - Wage Schedule
(33) Appendix 3 - Casual Call-In
(34) Appendix 4 – Benefits
(35) Appendix 5 – Registered Retirement Savings Plan (R.R.S.P)
(36) MOA #1 - Casual Employees – One Time Deletion
(37) LOA 1 – Professional Responsibility
(38) LOA 2 – Workload Review
(39) MOU - Complexity of Staffing
(40) *Sick leave (Employment Standards)
(41) *Maternity leave (Employment Standards)

Casual employees shall be paid in accordance with the job category in which they are employed.

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

8.03 Casual Employee Probationary Period

A) Casual employees shall serve a probationary period of 488 hours of work or three (3) months, whichever is later.

B) 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.

C) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall have their hours of work as a casual at the facility credited towards their probationary period as required under Article 12.04 - Same Service Seniority Date.

D) Where a casual employee has completed four hundred and eighty-eight (488) hours of work at the facility and is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12 - Seniority, but will be required to complete the qualifying period under Article 13.05 – Qualifying Period.

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 alleges 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 – Discussion of Differences, other than for the suspension or dismissal of employees and Application Disputes under Article 9.04 – Amending Time Limits or 9.05 – Resolution of Employee Dismissal or Suspension Disputes.

Step 1

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

Step 2

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

Within a further fourteen (14) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further fourteen (14) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or arbitration within sixty (60) days after the Employer designate's decision has been received.

9.03 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, Chris Sullivan, Jacquie de Aguayo, or a substitute agreed to by the parties, shall at the request of either party:

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

The above-named Troubleshooters will be used. An appointment shall be made by mutual agreement on a rotating basis.

In the event the parties are unable to agree on a 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.

9.04 Amending Time Limits

If the time limits in Articles 9.02 and 9.05 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.05 Resolution of Employee Dismissal or Suspension Disputes

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

Step 1

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

Step 2

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

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 their 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 Union.

ARTICLE 10 - ARBITRATION

10.01 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 9 - Grievances, notify the other party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

10.02 Arbitrator

A) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement within fourteen (14) days:

B) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Article 9.03 – Industry Troubleshooter.

10.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

10.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall make every effort to do within seven (7) days.

10.05 Expenses of Arbitration

Each party shall pay one-half of the fees and expenses of the Arbitrator.

10.06 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

10.07 Expedited Arbitration

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

A) 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;

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

C) the Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;

D) 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;

E) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;

F) the parties shall equally share the costs of the fees and expenses of the Arbitrator;

G) the expedited arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties. It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.01 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer, except in the case of probationary employees where the burden of proof will be probable cause. That is, the Employer shall demonstrate valid work-related reasons as to why a probationary employee has been dismissed. This includes, but is not limited to, the employee not meeting the Employer's defined standards and quality of care and teamwork.

11.02 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the Union.

11.03 Right to Grieve Other Disciplinary Action

A) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

B) **Records Removed**

Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided that there has not been any further infraction of the same issue.

In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of eighteen (18) months from the date it was issued provided that there has not been any further infractions of resident abuse.

C) **Letters of Expectation**

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed twenty-four (24) months after the date of the letter.

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

11.04 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's record.

If the employee doesn't submit a grievance on the content of the appraisal within twenty-one (21) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a part of the employee's record.

11.05 Personnel File

A) Employee Access

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

B) **Union Representative or Steward Access**

An employee, or the Union designate, with the written authority of the employee, shall be entitled to review the employee's personnel file and receive copies of pertinent documents. The employee or the Union representative shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three (3) days after notice is given and reviewed at the employee’s place of work.

B) **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 or as required by law.

11.06 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a general manager/designate intends to interview an employee for disciplinary purposes, the General Manager/designate must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact their steward. The Employer shall provide adequate notice of

such meeting to allow the Union to take all reasonable steps to avoid undue delay as a result of the employee obtaining representation.

Where a general manager/designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with General Manager/designate, providing that this does not result in an undue delay of the appropriate action being taken.

11.07 Employment Abandoned

Any employee who fails to report for work and does not notify their person in charge within three (3) workdays, and who cannot give an acceptable reason for their absence, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

A) **Regular Employees**

Seniority shall be defined as the length of the employee's continuous employment with the facility (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.

Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by a method of chance which is mutually agreeable to the Union and the Employer.

Upon completion of the probationary period, the initial date of employment shall be used in determining benefits and seniority hours.

B) **Casual Employees**

Seniority for a casual employee shall be defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1827 hours per year. A regular employee who terminates their employment and is hired by the same Employer as a casual employee within ninety (90) calendar days shall retain their seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual employee.

12.02 Seniority Lists

Seniority lists for all employees shall be posted within the first week of the months of January, April, July, and October. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the Union and to the Steward. Such lists shall be open for final correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

12.03 Loss of Seniority

An employee shall lose their seniority and shall be deemed to have terminated their employment in the event that:

A) they are discharged for just cause;

B) they voluntarily terminate their employment;

C) they are on layoff for more than twelve (12) months;

D) they abandon their position in accordance with Article 11.7 – Employment Abandoned;

E) they are on layoff and fail to report when recalled for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within fourteen (14) calendar days after being notified of recall by registered mail.

12.04 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

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

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

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

D) absence due to the conduct of Union business;

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

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

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

H) absence while on a short-term disability claim.

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

ARTICLE 13 - VACANCY POSTING

13.01 Postings

A) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. Vacancies of two (2) months or less shall be filled in accordance with Appendix 3 – Casual Call-In.

B) A change in the starting or stopping times, shift schedules, or scheduled days off shall not constitute a vacancy.

C) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer. Employees on leave may provide the Employer a list of positions they wish to be considered for if a vacancy occurs during their absence.

D) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.

E) **Temporary Appointment 30 Calendar Days**
Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. The temporary appointment shall not exceed thirty (30) days unless the Union and the Employer agree to extend this time limit.

F) **Temporary Appointment for Leaves of Absence**
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 three (3) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months or eighteen (18) months in the case of Article 22 – Pregnancy and Parental Leave, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

G) **Temporary Positions**
The Employer may create regular temporary positions for vacation relief, workload, or project positions for up to six (6) months duration. These positions are not renewable after the end date of the project or need unless the Union and the Employer agree to renew/extend the time limits. These positions will be posted and filled in accordance with Article 13.01 above and include the end date of the position.

H) **Casual Employees Working Temporarily in Regular Positions**
A casual employee who posts in a temporary vacancy of a regular position that is greater than three (3) months shall have their status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. The employee will be entitled to health and welfare benefits in accordance with Article 25 – Health and Welfare. Accrued vacation not used during the temporary assignment will be paid out and unused sick leave will be banked until another appointment as a regular status employee occurs. Employees covered under this clause may be enrolled in the Registered Retirement Savings Plan – Appendix 5, after 450 hours.

Casual Employees in these temporary regular positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

This clause (Article 13.01 H) only applies where the casual employee, except for exceptional circumstances, continuously occupies the position for the term of the vacancy.

J) If the casual moves from one temporary position to another temporary position with a break of less than thirty (30) days their regular status will continue to the next temporary position without interruption to benefits or accruals.

K) A copy of the job posting will be sent to the Union.

L) Subject to operation requirements, vacation planned prior to accepting a temporary appointment or position will be honoured.

M) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

N) An employee granted a temporary promotion or transfer shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

13.02 Eligibility to Apply for Postings

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position while in that position. Regular and casual employees shall be required to complete their temporary assignment prior to accessing other temporary positions unless the new temporary assignment included higher rates of pay or more hours of work.

13.03 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience and suitability, provided such suitability relates to job performance. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

13.04 Probationary Period

It is understood that all new regular employees will be subject to a probationary period of three (3) months or 488 hours worked, whichever is later. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed, provided the factors involved in suitability could reasonably be expected to affect work performance. In the case of probationary employees the Employer shall demonstrate probable cause for dismissal per Article 11.01 – Burden of Proof.

New employees will be eligible for sick leave per Article 19.01(A) – Sick Days and Article 25 - Health and Welfare from the first day following completion of their probationary period.

13.05 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of ninety (90) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority.

13.06 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created which is with 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, they shall be given, upon request, and explanation as to why their application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

13.07 Right to Grieve

Where an employee feels they have been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

Employees who are not the successful applicant for a position may request, within five (5) calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may file a grievance at Step 1 within seven (7) calendar days of receipt of the written reasons, outlined above.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

13.08 Vacancy Posting

If a regular employee is absent from their position for more than twenty-four (24) months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 13 -Vacancy Posting.

When the employee who is on claim for more than twenty-four (24) months is medically able to return to work, they shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

13.09 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 their bargaining unit, shall retain their seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.

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

13.10 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, department or program to enable the employee to adjust.

Commensurate with an employee's experience, orientation will include:

A) occupational health and safety rights and responsibilities, workplace hazards and safe working procedures

B) organizational structure

C) relevant policies and procedures

D) physical layout of the worksite and unit

E) duties of the position

Employees will not work independently until their orientation checklist is completed by the Employer or designate. New employees may request additional orientation and the Employer will provide it, if required. Employees required to attend such programs will be paid at the applicable rate of pay.

ARTICLE 14 - LAYOFF AND RECALL

A) **Definition**

A layoff occurs when the Employer is unable to provide continuous employment to employees as a result of:

a) the elimination of a position(s), work shift(s) and/or line(s); or
b) a reduction in hours of work exceeding zero decimal zero seven (0.07) FTE

B) **Order of Layoff**

Employees affected by Article 14 shall be laid off by job category in reverse order of seniority within a department.

C) **Options**

Employees who are laid off or bumped shall choose one of the following options:

i) placement into a vacant position, provided the employee is qualified to do the job; or
ii) bump the least senior employee with the equivalent number of hours per week or within zero point zero three (0.03) FTE, in the same department, provided the employee is qualified to do the job of the less senior employee; or
iii) bump the least senior employee in the same department, provided the employee is qualified to do the job of the less senior employee; or
iv) elect to receive working notice as outlined in Article 14(E) below.

Bumping rights must be exercised within seven (7) calendar days of notification of layoff by providing written notice to the person in charge.

D) **Recall**

Employees on layoff who elect Article 14(C)(iv) above shall be placed on the recall list for twelve (12) months. Employees shall be recalled by department in order of seniority subject to ability to do the work available.

E) **Notice or Pay in Lieu of Notice**

i) after three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.

ii) the Employer's liability for compensation for length of service increases as follows:

(1) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;

(2) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.

iii) the liability is deemed to be discharged if the employee is given notice of termination as follows:

(1) one (1) week's notice after three (3) consecutive months of employment;

(2) two (2) weeks' notice after twelve (12) consecutive months of employment;

(3) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.

(4) is given a combination of written notice under Article 14(E) and money equivalent to the amount the Employer is liable to pay, or

(5) terminates the employment, retires from employment, or is dismissed for just cause.

ARTICLE 15 - HOURS OF WORK

15.01 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day. The standard workweek is Thursday through Wednesday. The specific work week is determined by the Employee's schedule for the line and/or rotation.

15.02 Hours of Work

The hours of work for a regular full-time employee will range from a minimum of seven and one half (7 1/2) hours up to eight (8) hours per day. Full time employees shall be defined as those working between thirty-five to forty (35-40) hours per week and a minimum of 1827 per year, exclusive of unpaid meal breaks and a minimum of thirty-six (36) hours to forty (40) hours per week depending on the employee's shift rotation and departmental operational requirements.

15.03 Scheduling

A) The Employer shall arrange all shift schedules and post them at least six (6) weeks in advance of the effective date.

B) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 16 - Overtime.

C) There shall be no split shifts.

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

E) An employee reporting to work at the call of the Employer shall be paid a minimum of two (2) hours pay at their regular rate of pay if they do not commence work, and a minimum of four hours pay at the regular rate of pay if they commence work.

F) Employees required to attend pre-scheduled mandatory staff meetings during off-duty hours shall be paid the applicable overtime rates for the duration of the meeting or a minimum of two (2) hours, whichever is greater.

G) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight (8) clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift. (also see Article 16.07 Rest Interval)

15.04 Change in Shift Schedule

Where the Employer plans to implement a significant change in the shift schedule of regular employees which will affect a majority of employees in the rotation, the change may be made provided that:

A) the change is consistent with the operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and

B) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees; and wherever possible, reached mutual agreement with the affected employees, and

C) if there is a change in rotation, that rotation will be posted for four (4) weeks in advance. Employees who have been directly impacted by the change in rotation shall have seven (7) days after the close of the posting to bid on a maximum of three (3) lines. Appointments will be based on seniority. Any unfilled line will be posted and filled based on Article 13.03 – Selection Criteria.

15.05 Designated Scheduled Days Off

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

15.06 Shift Differential

A) **Weekend Premium Day Shift Premium**

Effective October 24, 2025, Employees working the weekend shift shall be paid a shift differential of one dollar and thirty-five cents ($1.35) per hour for the hours worked between Saturday 7:00am to 3:00pm and Sunday 7:00am to 3:00pm.

B) **Night Premium**

Effective October 24, 2025, Employees working the night shift shall be paid a shift differential of one dollar and fifty cents ($1.50) for the hours worked between 11:00 p.m. to 7:00 a.m.

C) **Evening Premium**
Evening shift premium shall be established at seventy-five ($0.75) per hour for all hours worked between 3:00pm and 11:00pm each day.

D) **Weekend Evening Premium**
Effective October 24, 2025, employees working the evening shift on a weekend shall be paid a shift differential of one dollar and forty-five cents ($1.45) per hour for the hours worked between Saturday 3:00pm to 11:00pm and Sunday 3:00pm to 11:00pm.

E) **Weekend Night Premium**
Effective October 24, 2025, employees working the night shift on a weekend shall be paid a shift differential of one dollar and sixty-cents ($1.60) per hour for the hours worked between Friday 11:00PM to Saturday 7:00AM and Saturday 11:00PM to Sunday 7:00AM.

F) There shall be no pyramiding of shift premiums. That is, an employee working the night shift on Saturday shall only receive the one shift differential.

15.07 Rest and Meal Periods

A) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one fifteen (15) minute paid rest period.

B) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate, provided that the total hours worked exceeds those set out in Article 15.02 – Hours of Work.

C) Employees who are required to stay on site and be available during the meal period as part of their regularly scheduled shift, shall have the meal period paid at straight-time rates.

D) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

ARTICLE 16 - OVERTIME

16.01 Definition of Overtime

A) *"Overtime"* means authorized work performed by an employee in excess of the hours of work outlined in Article 15.02 – Hours of Work. Overtime shall not be claimed or received for work which is less than fifteen (15) minutes. All work less than fifteen (15) minutes in excess of the hours of work outlined in Article 15.02 – Hours of Work, shall be paid at straight-time rates of pay. Work in excess of fifteen (15) minutes will be paid at the applicable overtime rate.

B) *"Straight-time rate"* means the hourly rate of remuneration.

C) *"Time and one-half* means one and one-half (1 ½) times the straight-time rate.

D) *"Double-time"* means two (2) times the straight-time rate.

16.02 Authorization and Application of Overtime
An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager or designate in charge.

16.03 Right to Refuse Overtime
All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

16.04 Overtime for Part-Time Employees
A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday or hours in a week of a full-time employee and on the part-time employees' designated days off.

16.05 Overtime Compensation
Overtime worked shall be compensated at the following rates:
A) Time and one-half for the first three (3) hours of overtime on a regularly scheduled workday;

B) Double-time in excess of (A);

C) Subject to Article 16.04 - Overtime for Part-Time Employees, time and one-half for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off scheduled.

D) Overtime shall be compensated in either pay or time off. Compensating time off in lieu of overtime pay shall be scheduled at a mutually agreeable time. An employee who has opted for compensating time off in lieu of overtime premium pay shall take the time off by March 31st and September 30th of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular pay cheque.

16.06 Callback
Regular employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable rate if they don't start work and four (4) hours overtime pay at the applicable rate if they do start work.

16.07 Rest Interval
A regular employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight (8) clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight (8) clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee shall not be required to report to work until there are eight (8) clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift. (see 15.03 G) Scheduling)

16.08 Voluntary Shift Exchanges

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.

C) In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.

D) Wherever possible forty-eight (48) hours' notice is given of the shift exchange. In extraordinary circumstances, the Director of Care or their designate may approve shift exchanges with less than forty-eight (48) hours' notice.

E) Approval of such exchanges shall not be unreasonably withheld.

16.09 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours (2 ½) overtime following their scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of eleven dollars ($11.00).

ARTICLE 17 - PAID HOLIDAYS

17.01 Paid Holidays

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
B.C. Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Boxing Day
Canada Day	Christmas Day
B.C. Day	

17.02 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's paid holiday entitlements. Specifically, eleven (11) paid holidays will be scheduled throughout the year on one of the blocks of a 5/3 rotation. (the remaining two (2) days will be floating days).

A) **Floating Days**

Regular full-time and part-time employees, will have two (2) days designated as floating paid holidays to be taken at the discretion of the employee. The employee will provide the General Manager with seven (7) days' notice of their request for the time off. The General Manager will approve the request subject to operational requirements. The two (2) floating paid holidays cannot be

carried forward to the following year and, where not used by December 31st, will be paid out no later than January 31 of the following year.

Part-time employees will receive paid holiday pay at six percent (6%) of earnings in lieu of ten (10) scheduled paid days off for statutory paid holidays.

B) **Casual Employee**
Casual employees will receive paid holiday pay at six percent (6%) of earnings in lieu of twelve (12) scheduled paid days off for paid holidays.

A casual employee who works on New Year's Day, B.C. Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid one and one half (1 1/2) times their rate of pay. A casual employee who works on Christmas Day, shall be paid of two (2x) times their rate of pay.

17.03 Working on a Paid Holiday

A) **Paid Holidays Scheduled into Work Rotation**
Regular employees whose paid holidays have been scheduled into their work rotations per Article 17.02 – Scheduling of Paid Holidays, who are required to work on New Year's Day, B.C. Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid a rate of one and one-half (1 ½) times their rate of pay for hours worked.

There will be no further compensation or paid day off in lieu as the paid holidays have been scheduled into the employee's work rotation.

B) **Paid Holiday Not Scheduled into Work Rotations**
Regular employees who have not had their paid holidays scheduled into their work rotations per Article 17.02 – Scheduling of Paid Holidays, who are required to work on New Year's Day, B.C. Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at a rate of one and one-half (1 ½) times their rate of pay for hours worked. In addition, the employee will receive a paid day off in lieu for working the holiday as the paid holiday was not scheduled into the employee's work rotation.

17.04 Super Stats

Employees who are required to work on Christmas Day, shall be paid at the rate of two (2x) times for the first seven and one-half (7.5) hours worked.

17.05 Overtime

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

17.06 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave with pay and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.07 Christmas or New Year's Day

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1st of each year.

17.08 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 now required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked on the paid holiday and receive another day off with pay as a rescheduled paid holiday.

17.09 Alternative Days Off

Employees are entitled to up to two (2) days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Article 17.01 – Paid Holidays. Such leave shall not be unreasonably withheld and may be subject to operational requirements. The written request must be received at least fourteen (14) days in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation, personal leave days or floating stats for these days.

17.10 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) working days preceding the designated holiday, in which case they shall receive the higher rate.

ARTICLE 18 - ANNUAL VACATIONS

18.01 Vacation

A) Regular full time employees shall be entitled to vacation leave at their regular rate of pay or their applicable percentage of their prior years wages whichever is greater, when the qualifying years(s) of service are attained before July 1 as follows:

1 – 3 years	14 working days or 5.6%
More than 3 years to 6 years	16 working days or 6.4%
More than 6 years to 9 years	20 working days or 8%
More than 9 years to 12 years	22 working days or 8.8%
More than 12 years	25 working days or 10%

Proration of Vacation Days for Employees Working Less than 1827 Hours per Year

Vacation entitlement shall be prorated based on total straight-time hours and the proration will be based on 1827 hours per year. That is, employees who work 1827 or more straight-time hours per year will be entitled to their respective days vacation per year. Employees who work less than 1827 hours per year will have their vacation entitlement prorated. For example, an employee who works 1000 hours will have vacation prorated based on 1000/1827 = 0.55; the employee will be entitled to 0.55 x 14 days = 7.7 vacation days.

18.02 Casuals Vacation Pay

Casual employees shall receive vacation pay in lieu of paid vacation time on every pay equal to six percent (6%) of gross earnings.

18.03 Vacation Periods

The vacation year runs from January 1st to December 31st. Vacation time is earned July 1st to June 30th. Vacation earned from July 1st to December 31st must be taken the following calendar year. Vacation time earned from January 1st to June 30th must be taken within the calendar year.

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

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

18.04 Vacation Earnings for Partial Year

A) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.

B) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

C) An employee whose employment ceases before they have completed five (5) working days of employment is not entitled to annual vacation pay.

18.05 Callback

A) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. In such instances, the appropriate overtime rate of pay shall be paid for all hours worked during the previously scheduled vacation days.

B) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

C) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

18.06 Vacation Scheduling

Scheduling of vacations shall be in accordance with seniority as per Article 12 - Seniority within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

Vacation shall not be utilized to create one (1) day off a week on successive weeks, thereby reducing their work week on a regular basis.

Vacation not scheduled per 18.07 will be reviewed by the employer upon receiving a request in writing. The employer will respond with acceptance or denial within 5 business days. Where vacation is not granted, a reason for the denial will be noted.

18.07 Vacation Schedules

A) Employees shall submit their vacation requests to their supervisor on or before:
   i) November 1st for the period January 1st through April 30th; and
   ii) March 1st for the period May 1st through December 31st .

B) An employee who does not exercise their seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

C) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

D) The Employer shall permit vacation to be taken during the entire year.

E) The Employer will make reasonable efforts to approve an employee's requests, although the scheduling of vacations shall be subject to the operational requirements of the Employer.

18.08 Vacation Pay

A) Upon receipt of thirty (30) days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of their vacation, an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken.

B) Unused vacation shall be paid out at straight time rates by the first pay period of January of the following year, except as provided in Article 18.09 – Vacation Carry Over. Note: see 17.02 A).

18.09 Vacation Carry Over

Employees shall be entitled to carry over a maximum of ten (10) days into the following year. All the days carried over will be scheduled before the current year's vacation.

18.10 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

18.11 Reinstatement of Vacation Days

In the event an employee is qualified for compassionate leave, sick or injured prior to the commencement of their vacation, or on any other approved leave with pay during the employees' vacation period, there shall be no deduction from the vacation credits for such leave.

The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Entitlement

A) **Sick Days**

Effective October 24, 2025, Employees who have completed the probationary period (Article 13 – Vacancy Posting 13.04 Probationary Period) of work at the facility shall be compensated for sick days as follows:

i. Employees who have completed 90 consecutive days of employment shall be entitled to 5 days of sick leave per calendar year paid at 100%.
ii. Regular full-time employees shall receive an additional 2 days of sick leave to be compensated at 80%. Effective January 1, 2026, these days will be reimbursed at 100%.
iii. Regular part-time employees shall have the two additional days pro-rated based on their regularly scheduled hours.

Employees shall carry over their unused sick leave to the following year to be banked up to a maximum of fifteen (15) days at any one time.

B) **Short-Term Disability Plan**

The mutually acceptable short term disability plan, the premiums of which shall be one hundred percent (100%) Employer paid, will be administered by the Employer.

Available to regular employees, following the completion of the probationary period, the short-term disability plan will pay, to eligible employees, seventy-five percent (75%) (effective October 24, 2025) of their regular pay, commencing on the first day of accident and the seventh (7^{th}) calendar day of disability for sickness, of each incident until the seventeenth (17^{th}) week of each year. Specific details of the short-term disability plan, including eligibility requirements, are outlined in the benefits Plan provided by the insurance carrier.

19.02 Medical Certificates

The General Manger may require employees who are absent from work due to illness exceeding three (3) consecutive shifts, or appearing to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the Employer. The medical certificate may be provided by email to the Employer, and if requested the original will be shown.

19.03 Employee to Inform Employer

The employee shall advise the General Manager/designate at least twenty-four (24) hours prior to the start of their next shift or as soon as possible of their inability to report to work because of sickness or injury, the general nature of the illness or injury, and the probable date of their return to work. It is expected the employee will be required to make only one call.

Employees who are absent from work because of sickness shall contact the General Manager/designate on a regular basis regarding the status of their return to work date, and any limitations or restrictions which may affect their return to work.

Should an employee require assistance to return to work, the employee, Union and Employer will meet to discuss a return to work plan or accommodation consistent with identified limitations and restrictions.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of thirty (30) consecutive days.

Employees may be required to prove fitness to return to work, prior to actually returning to work.

19.04 Expiration of Sick Leave Credits

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall be placed on unpaid medical leave of absence in accordance with Article 21.05 - Unpaid Leave.

Benefits will continue to apply for the first twenty (20) work shifts following the expiration of the sick leave credits (Article 25.01 D) – Unpaid Leave).

Employees who wish to continue health and welfare benefit coverage under Article 25.01 – Benefit Coverage may do so provided the employee pays the full cost of the premiums.

19.05 Probationary Period

During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

19.06 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf.

To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 20 - WORKERS' COMPENSATION

20.01 Sick Leave/Workers' Compensation

Sick leave shall be paid for one day or less not covered by the *Workers Compensation Act.*

20.02 Benefits While on Compensation

Regular employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on unpaid medical leave of absence, except that seniority and benefits shall be applied as follows:

A) seniority hours pursuant to Article 12.01 - Seniority Defined shall continue to accrue;

B) vacation entitlement in Article 18.01 - Vacation Entitlement shall continue to accrue; and

C) the Health and Welfare provisions of Article 25 – Health and Welfare will continue to apply for twenty (20) calendar days or the end of the calendar month in which the employee is injured whichever is greater.

20.03 Employee to Contact Employer

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the prognosis for their condition and the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

Should an employee require assistance to return to work, the employee, Union and Employer will meet to discuss a return to work plan and or accommodation consistent with identified limitations or restrictions.

Definition: Prognosis, a forecast or prediction of the outcome of a medical condition and chance of recovery.

ARTICLE 21 - SPECIAL AND OTHER LEAVE

21.01 Personal Leave Days

Regular employees are eligible for two (2) personal leave days per calendar year paid at their current rate of pay for use for family or personal reasons. Requests for personal leave days must be made in writing with two (2) weeks' notice and may be used in conjunction with vacation.

The personal leave days will be prorated based on total straight-time hours worked and the proration will be based on 1827 hours per year. Personal leave day entitlements will be calculated on December 31st of each year and allocated to each employee for their use the following year. Personal leave days will not be carried over from one year to the next.

That is, employees who work 1827 or more straight-time hours per year will be entitled to two (2) personal leave days per year. Employees who work less than 1827 hours per year will have their personal leave days prorated. For example, an employee who works 1500 hours as of December 31st will have their personal leave day prorated based on 1500/1827 = 0.82; the employee will be entitled to 0.82 x 2 days = 1.64 personal leave days for the following calendar year.

21.02 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to the maximum set out in the *Employment Standards Act* for the purpose of providing care or support to a gravely ill family member at risk of dying within the period set out in the *Employment Standards Act*. If the family member, as defined in the Family Member Regulation under the *Act*, does not die within the prescribed period the employee may take further leave. The employee will be required to provide documentation to support their request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 25 - Health and Welfare.

21.03 Bereavement Leave

A) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at their regular rate of pay, for three (3) days. The employee may be entitled to two (2) additional days off, without pay, to travel in conjunction with the bereavement leave day. It is understood that the employee can split the three (3) day bereavement leave between the date of death and the date of the funeral or service.

B) In the alternative to (A) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the bereavement leave day and any necessary travel time referred to (A), at the time of the ceremonial occasion.

C) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, sibling(s), father-in-law, mother-in-law, grandparent, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides.

D) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

E) Additional leave without pay may be requested by an employee. The Employer shall make every reasonable effort to grant additional bereavement leave of absence without pay.

21.04 Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to the maximum set out in legislation if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act.* There will be no interruption in the accrual of seniority or eligibility for benefits.

21.05 Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to the maximum set out in legislation if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits provided.

21.06 Leave Respecting Domestic or Sexual Violence

The Employer shall grant leave to the maximum amount provided in the *Employment Standards Act* for reasons related to domestic or sexual violence.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 21.09 - Health and Welfare Benefits While on Unpaid Leave of Absence. For the balance of the leave taken pursuant to this Article, 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.

Casual employees shall not be required to be available for shifts for up to the cumulative amount provided in the *Employment Standards Act* if the employee's unavailability is in relation to domestic or sexual violence.

21.07 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Articles 21.08 – Unpaid Leave and 21.09 – Health & Welfare Benefits While on Unpaid Leave of Absence.

21.08 Unpaid Leave

A) Subject to Article 21.08 (B) – Unpaid Leave, an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within seven (7) days from the date the request was submitted. Such permission shall be subject to operational requirements and shall not be unreasonably withheld. Leaves shall not be extended beyond twelve (12) months, expect in exceptional or unusual circumstances.

B) Unpaid leave shall not be granted where the employee is assuming other employment.

C) Any employee who has been granted leave of absence and who overstays such leave by more than three (3) working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

D) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

21.09 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts (one hundred and fifty [150] hours) in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

21.10 Education Leave

A) 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, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

B) When an employee goes on approved education leave, upon completion of the leave they will return to their former position.

C) An employee may request unpaid leave for the purpose of education. Such leaves shall not be extended beyond one (1) year, except in exceptional or unusual circumstances. Such leave shall be requested and granted as per Article 21.05(A), (C) and (D) – Unpaid Leave.

21.11 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

21.12 Donor Leave

The Employer and the Union recognize the importance of organ donors. An employee shall be entitled to leave under Article 19 - Sick Leave for the purpose of donating bone marrow or an organ and recovery from such procedure.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

22.01 Pregnant Employee

A) A pregnant employee who requests leave under this Agreement is entitled to seventeen (17) weeks of unpaid leave:

   i) *Beginning*
      (1) no earlier than thirteen (13) weeks before the expected birth date; and
      (2) no later than the actual birth date.

   ii) *Ending*
      (1) no earlier than six (6) weeks after the termination of the pregnancy, unless the employee requests a shorter period; and
      (2) no later than seventeen (17) weeks after the leave begins.

B) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

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

D) A request for leave:
   i) be given in writing to the Employer;
   ii) if the request is made during the pregnancy, endeavour to be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave; and
   iii) if required by the Employer, be accompanied by a medical practitioner's or nurse 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 Subsection (C).

E) A request for a shorter period under Subsection (A)(ii)(1) must:
   i) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work; and
   ii) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

22.02 Parental Leave

A) An employee who requests parental leave under this article is entitled to:
   i) for a birth parent who takes leave under Article 22.01 – Pregnancy Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to sixty-one (61**)** consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.02 – Parental Leave unless the Employer and the employee agree otherwise.
   ii) for a parent who does not take leave under Article 22.02 – Parental Leave in relation to the birth or placement of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the event.

B) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (A).

C) A request for leave must:
   i) be given in writing to the Employer;
   ii) if the request is for leave under Subsection (A)(i) or (A)(ii), endeavour to be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
   iii) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement leave.

D) An employee's combined entitlement to leave under Articles 22.01 – Maternity Leave and 22.02 – Parental Leave is limited to eighty-nine (89) weeks.

22.03 Return from Leave

An employee on pregnancy or parental leave pursuant to Articles 22.01 – Pregnancy Leave and 22.02 – Parental Leave, shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in their former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 14 – Layoff and Recall shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

22.04 Benefit Plan

The Employer agrees to pay the Employer's share of benefit premiums for the approved leave period and the employee on leave, shall provide postdated cheques for their share of the benefit premiums.

22.05 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be accommodated or be charged to normal sick leave under Article 19 – Sick Leave.

22.06 Vacation

The employee shall retain vacation credits accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends their leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

22.07 Seniority Rights on Reinstatement

A) An employee who returns to work after the expiration of the pregnancy or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

ARTICLE 23 - SAFETY AND HEALTH

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of incidents and/or occupational disease are reduced and/or eliminated. The Employer will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees. An effective occupational safety and health program will have:

i) A policy statement on program aims and responsibilities, including sub-programs on specific risks,
ii) Risks Assessments including regular inspections of facilities, tools, equipment and work practices to ensure identification and correction of hazardous conditions found,
iii) Appropriate written instructions for employees,
iv) Worker and supervisory training in the safe performance of the work,
v) Incident investigation and follow-up to prevent recurrence,
vi) Maintenance of records and statistics for review of the program.

23.01 Safety Committee

An Occupational Health and Safety Committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

A) Three (3) representatives appointed by the Employer; and

B) Three (3) representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the workplace.

23.02 Committee Responsibilities
The Occupational Health and Safety Committee shall function in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act.* Minutes of all Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union designate and Steward.

The Union agrees to actively pursue with the other health care unions certified within the same facility a joint union committee for the purposes of this article.

23.03 Committee Meetings
The Occupational Health and Safety Committee shall meet monthly and upon the call of either the Union or the Employer.

23.04 Date of Injury
An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at their regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

23.05 Transportation
Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

23.06 Right to Refuse Unsafe Work
No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and regulations.

23.07 Lieu Time to Attend Meetings
Members of the Occupational Health and Safety Committee who attend safety committee meetings outside their normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

23.08 Investigation of Accidents
The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee will investigate the incident jointly, by one representative of the Union and one Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury.

Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, after notifying WorkSafeBC and appropriate emergency response authorities**,** the Employer shall immediately notify the Union.

23.09 Critical Incident Stress Defusing

In the event of a critical incident within the workplace the employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafe BC's Critical Incident Response program. Leave to attend such a session will be without loss of pay.

23.10 Violence in the Workplace

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker and includes any threatening statement or behavior which gives a worker reasonable cause to believe they are at risk of injury. It is recognized that violence in the workplace is an occupational hazard to be addressed by the occupational health and safety program following standard procedures to address workplace hazards.

Violence Prevention Program

The Employer will establish a violence prevention program. The Occupational Health and Safety Committee or a subcommittee of that committee will monitor this program.

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. In-services and/or instruction for interacting with violent patient/resident/client will be provided by the Employer.

23.11 Communicable and Infectious Diseases

The employer agrees to take all reasonable safety precautions to prevent and control the threat of communicable and infectious disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary treatments. As per the *Workers' Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

Employees known to be infected at the worksite will be assisted to file a WorkSafeBC claim.

23.12 Respectful Environment

The parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care.

23.13 Obligations

The Employer and Union recognize the importance of an internal responsibility system in which all parties have a responsibility for health and safety. Every employee must take reasonable care to protect their health and safety and the safety of other persons who may be affected by the employee's acts or omissions at the workplace. Further, every employee will carry out their work in accordance with the law and regulation requirements pertaining to occupational health and safety**.**

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 and tools, safe techniques for lifting and supporting patients/residents/clients, and the safe handling of materials and products. The Employer will make readily available ongoing and up-dated information, manuals, online tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment where required by law.

23.14 Working Alone or in Isolation

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in the WorkSafe BC Regulations. This will be done in consultation with the Occupational Health and Safety Committee.

23.15 Workload

An employee who believes that their workload is unsafe or consistently excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved in this discussion, the employee will complete the workload review form and shall refer the matter to the Joint Labour/Management Committee, and if unresolved by that committee, to Step 3 of Article 9 – Grievances.

In situations where employees are absent and have not been replaced and where the workload is a concern, the Employer will determine the distribution of the duties and tasks for employees in the same unit who are at work during the absence.

23.16 Disputes

All matters concerning the interpretation or application of Article 23 shall be dealt with on an urgent basis.

Where deemed necessary by the Occupational Health and Safety Committee, formal written recommendations to the Employer will be made, and the Employer will respond as soon as possible but no later than twenty-one (21) calendar days.

Should the employee consider the matter unresolved after receipt of the employer's response, a grievance may be filed under Article 9 – Grievances.

ARTICLE 24 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the long-term care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 14 - Layoff and Recall.

ARTICLE 25 - HEALTH AND WELFARE

25.01 Benefit Coverage

The Employer agrees to provide the following health and welfare plans to eligible employees (also see Appendix 4 Benefits):

A) **Medical Plan**
The British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer will pay (100%) of the premium for eligible employees and their dependants.

B) **Dental Plan**
A dental plan covering eighty percent (80%) of the costs of the basic plan and fifty percent (50%) of the cost of the major restorative plan. The basic plan and the major restorative plan are subject to a maximum of two thousand three hundred ($2300) per year combined. The premiums for such plans shall be ninety percent (90%) employer paid, for eligible employees and their dependants and the employee shall pay ten percent (10%) of the premium.

C) **Group Life and Accidental Death and Dismemberment**
A thirty thousand dollars ($30,000.00) group life insurance policy and an accidental death and dismemberment policy, the premiums for which shall be eighty percent (80%) employer paid for eligible employees and twenty percent (20%) employee paid. Effective January 1, 2026 the premiums for which shall be ninety percent (90%) employer paid for eligible employees and ten percent (10%) employee paid.

D) **Extended Health Care Plan**
An extended health care plan, with an unlimited lifetime maximum for claims, covering one hundred percent (100%) of the costs, for eligible employees and their dependants. Maximum five thousand dollars ($5000) per year for nursing care and five hundred dollars ($500) every three (3) years for hearing aides. Eye exams every twenty-four (24) months to a maximum of one hundred twenty-five ($150.00) dollars. Maximum three hundred and fifty ($365.00) dollars every twenty-four (24) months for corrective lenses. Lifetime maximum of five ($5) million dollars for out-of-Canada emergency services. Prescription drugs per person unlimited. The Employer shall pay one hundred percent (100%) of the premium for eligible employees and their dependants.

E) **Long-Term Disability Plan**
A long-term disability plan, the premiums for which shall be paid fifty percent (50%) by the employee and fifty percent (50%) by the Employer, will be administered by the Employer. The long-term disability plan will pay, to eligible employees, sixty-six point seven percent (66.7%) of the first two thousand two hundred and fifty dollars ($2,250) of monthly basic earnings plus fifty percent (50%) of the balance of monthly earnings, up to a maximum benefit of two thousand five hundred dollars ($2,500) per month. Specific details of the plan, including eligibility requirements, are outlined in the benefits Plan provided by the insurance carrier.

25.02 Commencement of Coverage

A) **Regular Full-time and Regular Part-time**

Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who are regularly scheduled to work an average of twenty (20) hours or more per week in a fifteen (15) week rotation and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period of work at the facility.

B) **Casual Employees**

Working Regular Assignments Exceeding Three Continuous Months (see 13.01F)

Casual employees who temporarily fill a specific regular full-time or regular part-time position in accordance with Article 13 - Vacancy Posting are entitled to the health and welfare plans specified under Article 25 provided the specific assignment exceeds three (3) continuous months in duration and the employee works at least twenty (20) hours or more per week. Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of four hundred and eighty-eight (488) hours or three (3) months of work at the facility, whichever is greater.

a) Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than three (3) months duration even though the cumulative number of assignments exceeds three (3) months duration or longer. This provision (25.01 B (ii)) does not apply where there is a break of thirty (30) days or less between assignments.

b) Where a casual employee moves from one temporary assignment that exceeds three (3) continuous months to another temporary assignment benefits will continue where the time between assignments is not greater than thirty (30) days.

c) **Casual employees who have completed 172.8 hours with the Employer**

All casual employees who have completed 172.8 hours with the Employer may elect to enroll in the following benefit plans – medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

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

Where a casual employee subsequently elects to withdraw from the benefits plans, they 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 with the exception of Article 13 – Vacancy Posting.

25.03 Employer to Arrange for Coverage

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting coverage by the insureds) and for the internal procedural administration of the Plans. The Employer cannot be held liable for refusal by the insureds) to underwrite any plan, for cancellation of coverage of

any Plan by the insureds) or for the rejection of any claim or claims by the insureds). The Employer will consult with the Union on the benefit plans, including selection of service providers where appropriate.

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

The Employer will supply suitable gloves and aprons and other protective clothing to employees required by the Employer to wear same. If a uniform is required, it will be laundered at the facility.

Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins from recognized health care organizations and schools.

ARTICLE 27 - PAYMENT OF WAGES

27.01 Wages

Wages shall be paid to each employee in accordance with Appendix 1 – Wage Schedule.

27.02 Pay Days

Employees shall be paid bi-weekly by direct deposit.

The employee shall choose the financial institution in Canada to which they wish their pay to be deposited, provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in pay that has been caused by Employer error, the Employer must provide a manual cheque at the employee's request within four (4) working days of the request. Significant is defined as one hundred dollars ($100) or more. Errors that result from an employee error or lack of information from the employee, causing a pay shortage shall be corrected in the following pay period.

Where the error is an overpayment, the Employer, Union and employee will meet.

27.03 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their rate of pay shall maintain their regular rate of pay.

27.04 Mileage

An allowance set by Canada Revenue Agency per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

The Employer will pay for reasonable parking expenses incurred by an employee who uses their own vehicle in the performance of their duties.

27.05 Statement of Wages

An Employer shall, on every pay day, provide to each employee a statement of wages of their pay period stating:

i) In the case of an hourly paid employee, the hours worked;
ii) The employee's wage rate and where the rate varies, the hours worked at each rate;
iii) The hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
iv) Any qualification differential, premium, or other payment to which the employee is entitled;
v) The amount of each deduction from the earnings of the employee and the purpose of each deduction;
vi) The amount being received by the employee;
vii) Sick leave credits used within the pay period and accumulated balance;
viii) Special leave hours used within the pay period; and
ix) Vacation hours taken within the pay period.

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

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

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

ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

28.01 Job Descriptions

The Employer agrees to supply the Steward Coordinator and Union with the job descriptions for those classifications in the bargaining unit.

28.02 New Classifications/Duties

A) **Notice of New Positions**

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

B) **Notice of Changed Positions**

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Indemnity

Except where there has been negligence on the part of an employee, the Employer will:

A) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and

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

29.02 Employer Property

Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

29.03 Copies of Agreement

The Union and the Employer desires every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the Agreement to the stewards for distribution to employees on staff.

The cost shall be shared equally. The Union will invoice the Employer.

29.04 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a long-term care facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this Agreement, is consistent with the above.

29.05 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

29.06 Employee Access to Leave Records

Employees shall have access to their own leave records for sick leave, special leave, and vacation. Upon request, these shall be provided within a reasonable period of time.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration
This Agreement shall be effective September 1, 2023 and shall remain in force and be binding upon the parties until August 31, 2027 and thereafter until a new Agreement has been ratified.

The parties agree that bargaining can commence up to six (6) months in advance of the expiration date.

30.02
During the term of this Agreement, the Union agrees there shall be no strike and the Employer agrees there shall be no lock out.

30.03
All terms of this Agreement shall come into effect at 0001 hours on October 24, 2025 unless otherwise stipulated in the Agreement.

30.04
The operation of the Labour Relations Code Part 4, Section 50 subsection 2 (or any succeeding Acts) is specifically excluded from this Agreement.

ARTICLE 31 – PROFESSIONAL RESPONSIBILTY CLAUSE

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

i) Profession practice conditions
ii) Safety of patients and health care employees
iii) Workload

31.01
The employee with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern. At their request the employee may be accompanied by a steward.

31.02
If the matter is not resolved to their satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of their discussion with their immediate supervisor. The employee retains the original and forwards copies to their immediate supervisor and the Employer.

31.03
If the matter is not resolve to the employee's satisfaction within seven (7) calendar days, the employee may submit the concern in writing to the Employer and the BCNU. The Employer shall meet with the employee, and the Union Representative, within ten (10) days of receiving the written complaint, to discuss resolution of the concern. Prior to the meeting the Union and the Employer shall be provided access to all respective department policy and procedure manuals, and relevant information pertaining to the subject matter of concern.

The Employer shall respond to the employee in writing within seven (7) calendar days of the meeting. The Employer shall provide written bona fide reasons for their decision.

31.04
If the matter is not resolved to the satisfaction of the employee, the matter shall be referred to a mutually agreed Troubleshooter.

ARTICLE 32 – RESPONSIBILITY PAY

Nurse in Charge
Effective October 24, 2025, a general duty nurse in charge of the worksite for three (3) hours or more shall be paid an allowance of one dollar and thirty-five cents ($1.35) per hour. Effective January 1st, 2026 this premium shall be increased to $1.60 per hour. This premium shall be in addition to any shift premiums, if any.

Night Houseman Pay
Effective October 24, 2025, Employees working as a Night Houseman shall be paid a premium of one dollar and fifteen cents ($1.15) per hour for each hour worked between 11:00pm and 7:00am. Effective January 1, 2026 the rate shall increase to one dollar and thirty-five cents ($1.35) per hour.

Evening/Night Housekeeper Pay
Effective October 24, 2025, Employees working as an Evening Housekeeper designated to respond to resident emergency calls shall be paid a premium of one dollar and fifteen cents ($1.15) per hour for each hour worked between 9:00pm and 12:00am. Effective January 1, 2026 the rate shall increase to one dollar and thirty-five cents ($1.35) per hour.

ARTICLE 33 – HARASSMENT

33.01 Preamble

A) The Union and the Employer recognize the right of employees to work in an environment free from any form of harassment and the benefit to be derived from a work environment free from harassment, where the conduct and language of all persons at the worksite meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.

B) Harassment is not restricted to interactions between employees. Any person at the worksite including an employee, supervisor, resident, resident's family member or visitor, or a contractor engaged by the Employer might be found to have engaged in harassment.

C) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial /supervisory rights and responsibilities.

33.02 Respectful Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work related gatherings. Failure to maintain respectful conduct may lead to discipline up to and including termination of employment.

A Respectful Workplace is characterized by:

i) Polite Behaviour – defined as courteous and considerate behaviour toward others.
ii) Safety - from disrespectful, discriminating, bullying, and harassing behaviour.
iii) Inclusion - of people with different backgrounds, cultures, strengths and opinions.

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

Bullying behaviour could include but is not limited to:

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

Support

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

33.03 Sexual Harassment

A) Sexual harassment shall include sexually oriented behaviour which an individual would reasonably find to be unwanted or unwelcome.

B) To constitute sexual harassment, behaviour may be repetitive or a single serious incident and may or may not be accompanied by an expressed or implied threat of reprisal or promise of reward.

C) Any person can be sexually harassed by any other person.

33.04 Personal and Psychological Harassment

Personal and psychological harassment means objectionable conduct that:

i) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress, or to be humiliated, isolated or intimidated; or
ii) is discriminatory behaviour based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, gender identity or expression, family status or conviction for which a pardon was granted that causes substantial distress or other prohibited ground under the *Human Rights Code*; or
iii) is serious inappropriate conduct by a person that serves no legitimate work-related purpose and ought reasonably to be known to be unwelcome; and

iv) is repeated or persistent or may be a single serious incident.

Personal or psychological harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial / supervisory rights and responsibilities.

33.05 Complaints Procedure

An employee who witnesses or experiences harassment should complain by filing, a verbal or written complaint with the Employer for investigation under this article, or with WorkSafeBC, and/or under the *Human Rights Code*.

In the case of a complaint of personal, psychological, or sexual harassment, pursuant to Clauses 33.03 (*Sexual Harassment*) and 33.04 (*Personal and Psychological Harassment*) above, the following procedure shall apply:

A) An employee allegedly being harassed by another employee, supervisor, resident, resident's family member visitor, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union, within six (6) calendar weeks or as soon as possible, of the latest alleged occurrence. The General Manager or designate or the Union shall advise the other party within five (5) working days of the receipt of a complaint of personal, psychological or sexual harassment.

B) The General Manager or designate shall complete an investigation, if possible, within twenty-one (21) days of receipt of the written complaint. The General Manager or designate shall notify the Union, in writing, of the results of the investigation and the action to be taken.

C) If the complaint involves the General Manager or designate, the employee will register the complaint, in writing, to the Regional Director of Operations (RDO). The RDO will investigate the complaint and issue a decision.

D) The parties agree that substantiated cases of harassment shall be cause for discipline, up to and including dismissal.

E) Where a complaint or allegation is determined to be of a frivolous, vindictive or vexatious nature, or is found to be in bad faith, the Employer shall take the appropriate action, including discipline up to and including dismissal.

F) Where either the complainant or the respondent, in conjunction with the Union, is dissatisfied with the Employer's response, the matter may be referred to an independent investigator. The parties will agree on a single investigator.

G) Unresolved complaints of harassment under articles 33.03 and 33.04, or where the parties are unable to agree on a single investigator, the matter may be submitted to the investigator under Article 9.03 – Industry Troubleshooter. Cost of the independent investigator shall be cost shared by the parties on a fifty-fifty (50/50) basis. The investigator will prepare a report of the investigation findings and any recommendations. The report will be provided to the Employer and Union.

H) If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

I) All parties shall hold complaints pursuant to this article in strict confidence. All documentation concerning the complaint and investigation shall be sealed upon conclusion of the process and only accessible where there is a legitimate need to do so.

ARTICLE 34 - PREVIOUS EXPERIENCE

Regular Employees
Where a new employee is employed for a regular position, salary recognition as follows shall be granted for relevant experience:

One (1) annual increment for every, one (1) years' experience (1827 hours).
A casual employee who terminates and is employed within one hundred and eighty (180) calendar days as a regular employee shall retain the increment step attained with the Employer or credited with experience obtained with another Employer, whichever provides the greater increment step.

ARTICLE 35 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees in the bargaining unit.

ARTICLE 36 – REGISTRATION

i. The Employer will reimburse regular RN's and LPN's who have been a regular employee for a period of three years, up to $250 on an annual basis for registration fees to the BC College of Nurses and Midwives upon receipt of the renewal notice. Part-time regular employees will be reimbursed a pro-rated amount based on the previous calendar year's worked hours. The reimbursement will be pro-rated where a nurse leaves employment after a partial year.
ii. If a regular employee's fees are fully paid by another employer, then they shall not be eligible for reimbursement. The employee must first apply to the other Employer.
iii. If a regular employee's fees are partially reimbursed by another employer, they may apply for reimbursement for the remainder portion. The employee must first apply to the other employer. The maximum reimbursement shall not exceed $250 and shall not exceed the full cost of the registration fees.
iv. This reimbursement applies to 2026 and onward registration fees.

SIGNED ON BEHALF OF THE UNION:	**SIGNED ON BEHALF OF THE EMPLOYER**
Please sign on line above your name	***Please sign on line above your name***
Peter Knapp, BCNU Negotiator	Peter Kafka, Negotiator
Susan Bell BCNU Bargaining Committee	Graham Freeman, President – West Coast Seniors Housing Management Limited Partnership
Sandeep Mann BCNU Bargaining Committee	
Dena Woelke, BCNU Bargaining Committee	
Date:	Date:

APPENDIX 1 - WAGE SCHEDULE

Classifications and Hourly Rates

Maple Ridge Seniors Village and BC Nurses' Union

Retroactive lump sum for all employees: $0.60 per hour for all regular hours worked following the collective agreement expiry date of August 31, 2019, to the date of ratification for those periods in which government-ordered wage levelling did not apply.

Effective date of ratification:

- Move Home Support Workers to the same pay rates as Residential Care Aides (RCA)
- Delete jobs entitled "Janitor", "Activity Worker Trainee"

General Wage Increases:

Staff Positions	Steps	Before Levelling	MOU Wage Adjust. January 16, 2020	Date Levelling Stops	Sept. 1, 2022; 2% GWI
RN	Start Rate		$34.96	$39.00	$39.78
	3 years		$37.23	$41.00	$41.82
	5 years		$40.07	$44.00	$44.88
LPN	Start Rate	$26.77		$28.50	$29.07
	1827 Hours	$27.33		$29.25	$29.84
	3744 Hours	$28.23		$30.00	$30.60
RCA	Start Rate	$19.60		$22.50	$22.95
	1827 Hours	$19.99		$23.25	$23.72
	3744 Hours	$20.60		$24.00	$24.48
HSW	Start Rate	$19.01		$22.50	$22.95
	1827 hours (new Step)			$23.25	$23.72
	3744 Hours	$19.40		$24.00	$24.48
REC AIDE	Start Rate	$20.19		$22.00	$22.44
	1827 hours (new Step)			$23.25	$23.72
	3744 Hours	$20.60		$24.00	$24.48
COOK	Start Rate	$19.09		$20.50	$20.91
	1827 Hours	$19.48		$21.00	$21.42
SUPPORT SERVICE WORKER *	Start Rate		$16.40	$17.25	$17.86
	1827 Hours		$16.72	$18.00	$18.36
REHAB WORKER	Start Rate	$20.19		$22.50	$22.95
	1827 hours (new Step)			$23.25	$23.72
	3744 Hours	$20.60		$24.00	$24.48

*Dietary Aide, Housekeeping, Laundry, Night Houseman, Sanitizer, Screener

Note: “Levelling” refers to the rates of pay established by the Government of British Columbia, under the *Emergency Program Act*, Ministerial order No. M105 in response to the COVID-19 pandemic and the Provincial Health Officer’s Single Site Order.

APPENDIX 2

EXCLUSIONS

General Manager	Support Services Manager
Director of Care	Site Maintenance Manager
Assistant Director of Care	Maintenance Manager
Head Chef	Assisted Living Manager
Administrative Coordinator	Recreation Manager
Receptionist	Marketing Manager

APPENDIX 3

CASUAL CALL-IN

Casual Register

A) Part-time employees, who are registered for casual work, will be called first, in order of seniority.

B) Casuals will be called, in order of seniority, following the part-time employees.

C) Where there is a dispute regarding the allotment of casual shifts that will be worked three (3) days or more from the booking date, every effort shall be made to discuss the problem with the DOC/Designate with the intent to resolve the dispute. If resolution is not to both parties satisfaction, it will be handled via the grievance procedure, as with any other dispute regarding casual shifts.

Casual Employees

A) Short call shifts (six [6] hours or less notice, including the first shift of a block), and call after 10 pm for the following day shift, will be filled at the discretion of the Employer.

Part-Time Employees

A) A regular part-time employee will request, in writing to the manager, to be placed on the casual registry.

B) If the regular part-time employee is already scheduled for work on the day of the casual vacancy the part-time employee is deemed unavailable for the casual shift. If acceptance of the casual shift will incur overtime for the part-time employee, the employee is deemed unavailable for that shift.

C) Part-time employees joining the casual register shall be placed at the bottom of the list until the next update is completed per Article 12.02 – Seniority Lists, at which time they will be added in order of seniority.

Call-In Process

A log book will be kept of all calls make for casual call-in. The log book shall show:

i) the date
ii) employee called
iii) time called
iv) the position/shift being called to fill
v) the outcome of the call (accept, decline, no answer, answering machine, message left)
vi) signature of caller

A) All staff on the casual registry will provide one phone number in which to be contacted for casual shifts.

B) If no answer after six (6) rings, the caller shall make note in the log book and move to the next available employee on the casual register. If an answering machine is reached or person is

available to take a message, the caller shall leave a message saying *"Maple Ridge Seniors Village calling, please call regarding an available shift"* and note *"message left"* in the log book. The caller will then proceed down the list.

C) If an employee returns a call from message left and the shift remains unfilled, offer it. If the shift vacancy has been filled, advise the employee that the shift is no longer available.

D) An employee who is registered for casual work, and is working in the building, shall designate, in the place assigned by the Employer, the number of the facility mobile phone they are carrying. This shall be the contact number during that shift for the offer of casual work. If the employee fails to designate, or errors in the designation of, the mobile phone number, they will not be called for the casual work.

E) Part-time and casual employees who are registered for casual work will submit their availability by the 15th of the month for the following month. Anyone who does not submit their availability may not be called in for casual work for that month.

F) Part-time and casual employees who accept shifts have the same obligation to report to work as regular employees and shall be deemed responsible for that shift, except where there is a bona fide reason to cancel the shift.

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

H) **Casual Employee Three Month Availability Check In**
When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than three (3) months, the casual employee will be deleted from the casual call-in list and provided a letter including this clause. Where the employee believes they have an acceptable reason for not accepting offered work, the Employer and the Union shall meet to discuss the reason and the continued employment of the employee.

I) **Alternate Call-in Process**
The Employer may trial alternate call-in processes. This may include text messages, advance posting of sign ups or other solutions to reduce time filling vacancies. Any alternate process will be in writing and posted at the worksite.

APPENDIX 4

BENEFITS

Maple Ridge Seniors Village Summary of Benefits Article 25

Well Being Services (MRSV) Ltd.
Equitable Life Canada Plan 813018 Aug 1, 2019

Note: consult the Plan contract for full coverage information

Benefit	*Classification MR* *Regular Employees*	*Classification MC* *Casual Employees*
Waiting Period	Probationary Period 488 hrs or 3 months which ever is greater	See Article 25.02 B)
Definition of Full Time, Part Time, Casual Status	Average 20 hours per week over a 15 week rotation	No minimum hours (172.8 hours worked)
Basic Life Insurance		
Schedule	$30,000	nil
Benefit Max	$30,000	
Non Evidence	$30,000	
Reduction Clause		
Life Waiver of Premium Benefit		
Termination Clause	Earlier of age 70 or retirement	
Living Life Benefit	Yes	
Conversion at termination	Within 31 days	
Optional Life Insurance		
	Employee and Spouse	nil
Increments	Units of $10,000	
Maximum Benefit	$250,000	
Termination Clause	Earlier of age 70	
Basic AD & D		
Same as Basic Life	Yes	nil
Additional Benefits under AD & D	Repatriation, Rehabilitation, Spousal Occupational Training, Child Education, Family Transportation	
Short Term Disability		
Schedule	75% of weekly earnings	nil
Tax Status (Employer paid)	Taxable	
Benefit Maximum	$875	
Non Evidence Maximum		
Coverage Type	Totally disabled	
Waiting Period	6 days of total disability	
Accident		

Hospital	1st day	
Sickness	7th consecutive day	
Benefit Duration	17 weeks	
All Source Max	100% of pre-disability gross earnings	
Termination Clause	Day of retirement, or reach age 65, no longer totally disabled, end of 17 weeks, or death	
Long Term Disability		
Schedule	66.7% of first $2,250, and 50.0% of remainder per month to a max $2500	nil
Benefit Max	$2,500	
Non Evidence	$2,500	
All Source Max	85.0%	
Elimination Period	119 days	
Benefit Duration	To age 65	
Definition of Disability	Own occupation for 2 years	
CPP/QPP Offsets	Primary	
Pre-Existing Cond	90 days pre/12 months post	
Survivor Benefit		
Termination Clause	Day of retirement, or reach age 65, no longer totally disabled	
Tax Status (Employee/Employer Paid)	Non-Taxable/Taxable	
Partial Disability	24 months	
Extended Health Care		
Overall Maximum	Unlimited	Unlimited
Reimbursement	100% after deductible	100% after deductible
Drugs	100% unlimited per person in any 12 month period	100% unlimited per person in any 12 month period
Hospital	100%	100%
Paramedical	100% (limits vary)	100% (limits vary)
Vision Care	100%	100%
Other Health prior authorization	100%	100%
Drug		
Pay-direct-drug card	Yes	Yes
Drug Definition *	Generic Substitution	Generic Substitution
Smoking Cessation	Excluded	Excluded
Fertility Drugs	Subject to a lifetime max of $2,400 per family	Subject to a lifetime max of $2,400 per family
Hospital Room Type	Semi-private	Semi-private

Vaccines and Immunizations	No	No
Paramedical (Per Practitioner)		
Maximum Per Visit	$25	
Annual Maximum	Psychologist, speech therapist, physiotherapist $350; masseuse, naturopath $350; osteopaths, chiropractors, podiatrists, chiropodists	Psychologist, speech therapist, physiotherapist $350; masseuse, naturopath $350; osteopaths, chiropractors, podiatrists, chiropodists
Vision Care (glasses, contact lens, laser eye surgery)		
Adult	$365 per 24 months	$365 per 24 months
Child	$365 per 24 months	$365 per 24 months
Definition of Dependent Child	21 / 25	21 / 25
Termination Clause	Earlier of age 70 or retirement	Earlier of age 70 or retirement
Eye Exam	$125 per 24 months	$125 per 24 months
Out of Province Emergency	100% with $5,000,000/ lifetime	100% with $5,000,000/lifetime
Private Duty Nursing	Max $5,000 per person, calendar year	Max $5,000 per person, calendar year
Hearing Aides	$500 every 3 years	$500 every 3 years
Travel Assist	Yes	Yes
Survivor Benefit	24 months	24 months
Dental Care		
Calendar Year Deductible	Nil	Nil
Calendar Year	January to December	January to December
Reimbursement	Preauthorize treatment over $300	Preauthorize treatment over $300
Preventive/ Basic	80%	80%
Major Rest.	50%	50%
Orthodontics	0% Adult / Child	0% Adult / Child
Maximum Per Family Member		
Preventive/ Basic	$2300 (combined)	$2300 (combined)
Major Restorative	$2300 (combined)	$2300 (combined)
Dental Fee Guide	Current year	Current year
Recall Examinations	Every 9 months	Every 9 months
Survivor Benefit	24 months	24 months

** Generic Substitution: The priority is cost containment through generic drug utilization as much as possible. This plan allows the prescribing doctor to override the generic drug limitation by writing "no substitutions" on the prescription.*

APPENDIX 5

REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P)

The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

All regular full-time employees and part-time employees, upon completion of the probationary period, and casuals who have completed four hundred and fifty (450) hours, shall be offered enrollment in the retirement plan. Employees declining to join the retirement plan will sign stating they decline to participate in the plan.

The terms and conditions of the plan

1. For employee's participation is voluntary. Contributions will be made at two percent (2%) of the employee's annual salary, excluding overtime. Effective October 24, 2025, employer matched contributions will increase to 2.25%. Effective January 1. 2027, employer matched contribution will increase to 2.5% for employees who have been in a regular position for three years or more.

2. Matching Employer contributions will be made bi-weekly and vesting is immediate.

3. Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.

4. Employees are offered a choice in the type of investment, for example: high interest savings, bond funds, balanced fund, or equity funds. Other investment options will be offered when they become available.

5. Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the *Income Tax Act*.

6. Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the Employer contribution will be withheld for one (1) full year.

7. Upon termination, an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P or receive the account balance in cash (subject to taxes).

8. In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).

9. Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto and will receive annual receipts for taxation purposes.

The Employer will implement this provision no later than November 1, 2021, or earlier if possible.

MEMORANDUM OF AGREEMENT # 1

The parties have not entered into wage rate negotiations due to the presence of B.C. Provincial Government Wage Levelling, and will agree to re-open the collective agreement solely for the purpose of Article 51 wage negotiations if the B.C. Provincial Government terminates wage levelling. No other article of the collective agreement will be subject to the wage re-opener negotiations, unless mutually agreed to by the parties.

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

Should the Parties not reach agreement within thirty (30) days after beginning wage reopener discussions, the matters in dispute shall be referred to Interest Arbitration. In such event, either party shall notify each other of such intent in writing. Should the parties be unable to agree on a mutually acceptable Interest Arbitrator within fifteen (15) days, one will be appointed by the Collective Agreement Arbitration Bureau (CAAB) at the request of either party.

Wages during Levelling will be the current rates in the following collective agreements

- Facilities Bargaining Association-long-term care employees
- Nurses Bargaining Association-nurses
- Community Bargaining Association-assisted living employees

LETTER OF AGREEMENT #1

PROFESSIONAL RESPONSIBILITY FORM

The BCNU and the Employer agree that, within the term of the agreement, the attached *Professional Responsibility Form* will be used by employees to initiate concerns about workload in accordance with Article 31 of the collective agreement between the parties.

During the term of the agreement the form may be amended jointly by the parties at MRSV as necessary to improve resolution of issues as necessary.

Maple Ridge Seniors Village and BC Nurses' Union

PROFESSIONAL RESPONSIBILITY (PRF) FORM

Conversation with Manager:
Manager's Name: Conversation Date:
Response from Manager: Date: Date:
Matter not resolved to nurs ittee on (Da

1. General Information:

This PRF is related to (please tick all that apply):

☐ Nursing practice concerns ☐ Safety of patients/clients/residents and nurses ☐ Workload

Name(s):

Date of Incident: Location:

2. Summary of Concern(s) and Contributing Factors:

Describe the concern(s). Specify nursing care that could not be done. Explain actual or potential hazards or situations that resulted from the concern(s). Attach additional pages as required. Use point form and avoid acronyms.

Extra page(s) attached: Y ☐ N ☐

Summarize your suggestions for ways of resolving the concern(s) or preventing its recurrence. Prioritize your recommendations in order of relative importance (e.g., 1, 2, 3 - Be specific and think creatively). Attach additional pages as required

Extra page(s) attached: Y ☐ N ☐

4. Corrective Action

ACTION AND RESULT	*TAKEN BY: NAME / POSITION*

5. Attempted Remedy:

Were Issues Resolved? Y ☐ N ☐ Partially ☐

If yes, please list. Attach additional pages as required.

Extra page(s) attached: Y ☐ N ☐

Please keep original PRF and send copies to:

• Manager	• BCNU LRO
• Union Steward	• Regional Chair
• PRF Committee Chair	

LETTER OF AGREEMENT #2

WORKLOAD REVIEW FORM

The BC Nurses' Union and the Employer agree that, within the term of the agreement, the attached *Workload Review Form* will be used by employees to initiate concerns about workload in accordance with Article 23 – Safety and Health of the collective agreement between the parties.

During the term of the agreement the form may be amended jointly by the parties at Maple Ridge Seniors Village as necessary to improve resolution of issues as necessary.

Maple Ridge Seniors Village and BC Nurses' Union

WORKLOAD REVIEW FORM

Employees reporting issues are to complete all sections and forward copies to the Shop Steward, BCNU Regional Chair, BCNU Labour Relations Officer and Maple Ridge Seniors Village Management Representative as soon as possible.

Name & Classification: (please print) _____

Date & Time of Issue / Incident: _____

Area/Unit: _____

ISSUE:

- □ Absent Staff
- □ Increased Patient Acuity
- □ Increased Census
- □ Other _____

Description of Issue or Incident: _____

_____

_____

I/We believe that I/we were given an assignment that affect the quality of resident care for the following reasons (describe/attach separate page if needed):

_____

_____

Employee(s) Recommendation to Correct Issue: _____

Name/Title of Supervisor Notified: _____

Date and Time of Notification: _____

METHOD OF NOTIFICATION:

- □ Verbal
- □ Email
- □ Phone
- □ Other (Describe) _____

Supervisor Response: _____

_____

Supervisor Response was:

- □ Adequate
- □ Inadequate (send form to BCNU Labour Relations Officer and the Joint Labour/Management Committee)

LETTER OF AGREEMENT #3

BENEFIT PLANS REVIEW

between

Well-Being Services Ltd (Maple Ridge Seniors Village) and BC Nurses' Union (BCNU)

The Employer and the Union will, during the term of this agreement, jointly review the employee benefits plans provided under the collective agreement.

The purpose of the review is to make recommendations to the Employer and the Union for modifications, adjustments or other changes to improve the administration efficiency and cost-effectiveness of the benefits, and the value of the benefits to the employees.

The review can include such benefits as: extended health benefits, dental benefits, vision care, drug/pharmaceutical plans, paramedical coverage, accidental death and dismemberment, group life insurance, long term disability, and any other employee benefit group plan currently provided.

The review can incorporate, but is not limited to, the status of the current plans, their coverages, terms and conditions; improvements or enhancements consistent with current industry standards; recommendations on service standards of current or different providers and claims paying agents, recommendations on the provision of additional benefits plans and any other item associated with providing a benefits package for employees.

It is agreed that should this review result in cost savings in premiums and other charges from the service provider/claims paying agent, such savings will be re-invested into improved benefits for covered eligible employees.

MEMORANDUM OF UNDERSTANDING

COMPLEXITY OF STAFFING AT MAPLE RIDGE SENIORS VILLAGE

PREAMBLE:

British Columbia Nurses' Union (BCNU) and the Employer share a commitment to address the staffing needs of Maple Ridge Seniors Village (MRSV). The parties recognize that staffing Maple Ridge Seniors Village is fundamental to the care and well-being of its residents and staff.

The parties recognize and acknowledge there are staffing challenges at MRSV. These include, but are not limited to shortage of casuals, turnover of staff, reliance by the employer on overtime for filling shifts; late or short-notice book-offs for scheduled shifts; multiple temporary positions; workload; and other matters which contribute to creating regular scheduling instability for resident care.

The parties recognize that solving these staffing challenges will take a variety of interventions over a period of time.

THEREFORE:

The parties agree that, within the term of the agreement, a committee will be established to identify and make recommendations to address the staffing challenges at Maple Ridge Seniors Village.

The committee will meet within thirty (30) days of ratification and at least every sixty (60) days thereafter.

The discussions of the committee will be confidential. All recommendations or proposals of the committee will be in writing to the Employer and Union for acceptance and implementation.

The committee will be able to survey staff, implement trial solutions, job sharing, improve staffing and scheduling of work/tasks, recommend training and any conditions that contribute to workforce stability and for improved reliability and commitment of all parties to fulfill their obligations.

The committee will consist of the General Manager, BCNU Labour Relations Officer and Bargaining Team Members. At the discretion of the Employer and Union others may be invited to provide input or expertise.

Meetings of the committee will be without loss of pay to its members.

The committee will issue its final report of findings and any recommendations no later than sixty (60) days prior to the end of to the term of this agreement.

The committee may be disbanded when the work of the committee is exhausted or by sixty (60) days' written notice from the Employer or BC Nurses' Union.

This Memorandum of Understanding is in effect from the date of ratification and requires specific renewal to continue beyond the term of the current Collective Agreement.

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