

COLLECTIVE AGREEMENT

BETWEEN

NISGA'A VALLEY HEALTH AUTHORITY

- AND -

THE BRITISH COLUMBIA NURSES' UNION

TERM OF AGREEMENT

APRIL 1, 2010 – MARCH 31, 2013

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ARTICLE 1 – DEFINITIONS

1.01

For the purpose of this Agreement

Certification means the certificates awarded by the Canada Labour Relations Board to the British Columbia Nurses' Union.

Union means the British Columbia Nurses' Union.

Union Representative means a member of the staff of the Union or designated substitute.

Steward means a Bargaining Unit employee employed by the Board elected or appointed by employees to represent the Union and its members.

Employer means the Nisga'a Valley Health Authority.

Calendar Year means a period of twelve (12) consecutive months commencing on the first day of January.

Year means a period from any given date in one (1) month to the immediately preceding date twelve (12) months later.

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

Promotion means a change from an employee's position to a higher paid position.

Demotion means a change from an employee's position to a lower paid position.

Meeting means two or more employees gathered together for a pre-arranged purpose, or at the option of the Employer's management representative(s), a telephone conference call to discuss a specific matter or matters, including grievances.

Health Centre means the James Samuel Gosnell Memorial Health Centre at New Aiyansh.

Satellite Centre means any of the Employer's Satellite Centres in Nass communities except New Aiyansh.

Graduate Nurse means a nurse who is a graduate of an approved nursing program recognized by the College of Registered Nurses of British Columbia and who holds a current interim or special permit;

Membership Dues means the dues established pursuant to the by-laws and regulations of the Union.

Full time Employee means an employee who works full time on a regularly scheduled basis.

Part time Employee means an employee who works less than full time on a regularly scheduled basis.

Casual Employee means an employee who works on an as and when needs basis.

1.02

In this Agreement, words importing the feminine gender shall include the masculine gender except where the context of the Article does not permit such inclusion.

ARTICLE 2— PURPOSE OF AGREEMENT

2.01

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

2.02

The Employer and the Union share a desire to improve the quality of health care to the Nisga'a people and others residing in the Nass Valley, to maintain professional standards, and to promote the well being and to increase efficiency of its employees in order that the Nisga'a people and others residing in the Nass Valley will be well and effectively served.

2.03 Recognition of Objectives and Principles

The Employer and the Union acknowledge and recognize the following mutual objectives and principles:

- A) The enduring interest of Nisga'a Lisims Government is to protect and enhance the cultural heritage of the Nisga'a Nation in programs and services dealing with health and wellness and the guiding principle for the provision of health care to the Nisga'a people and other residents of the Nass Valley by the Employer and its employees as set out in the Constitution of the Employer which is attached as Schedule "1". This schedule is included for reference purposes only and does not form part of this Agreement.
 - i) The Employer, its directors and administrators require a strong mandate to manage and direct the activities of the Employer in order to further its objectives and purpose set out in Schedule "1" attached to this Agreement.
 - ii) As an employer, the Employer strives to provide reasonable process and equitable working conditions for its nursing staff that are consistent with the provision with the highest quality of health care for the Nisga'a people and others residing in the Nass Valley.
 - iii) The villages of Gingolx, Lax Galts'ap, Gitwinksihlkw and New Aiyansh, in which the Employer provides health care services, are rural isolated aboriginal communities and it is of vital importance that such services are adequately maintained at all times in these communities.
 - iv) Nurses employed in the above communities are regarded as role models.

It is agreed by the parties that this Agreement is to be interpreted in accordance with these mutual objectives and principles.

ARTICLE 3 — MANAGEMENT RIGHTS

3.01

The Management of the Employer's business and the direction of the employees including hiring, firing, promotion, demotion and transfer of employees and all other functions, powers and authority of the Employer is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

3.02 – Employer Policies

The Union agrees that all employees shall be governed by written policies adopted by the Employer and published to employees on notice boards, or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

ARTICLE 4 — UNION RECOGNITION

4.01

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

4.02

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

ARTICLE 5 — UNION SECURITY

5.01

Employees who were members of the Union as at the date of the certification of the Union on June 12, 1997 and after shall maintain their membership in good standing as a condition of continuing employment.

5.02

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.

ARTICLE 6 — UNION DUES & DEDUCTIONS

6.01

All employees who are covered by the Certificate of Bargaining Authority 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.

6.02

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 only after consultation with the employee and Union steward.

6.03

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

6.04

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.

6.05

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.

6.06

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.

6.07

Deductions, for dues levies and assessments shall be a percentage of wages as set out in Schedule 2.

ARTICLE 7 — UNION RIGHTS AND ACTIVITIES

7.01

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

7.02

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of employees. The Union shall supply the Employer with a list of names of the stewards and alternate and shall advise, in writing, the Employer of changes in that list.

7.03

Subject always to the operational requirements of the Employer stewards shall be entitled to a reasonable time while working, without loss of regular pay and benefits, to perform Union duties when they:

- i) Have received prior consent from the Director of Nursing or the Executive Director before leaving their work area, and such consent shall not be unreasonably withheld;
- ii) Make every endeavour to complete their Union business in as short a time as possible; and
- iii) Advise the Director of Nursing or designate upon their return to work.

7.04

- A) If the Employer requires a shop steward to travel from one village to another, the Employer will pay all reasonable expenses upon receipt of invoices.
- B) Subject of the Employer's operational requirements, if the Union requires a shop steward to travel from one village to another, the Employer will pay all reasonable expenses upon receipt of invoices, and the Union shall reimburse the Employer for such expenses including wages payable to the shop steward.

7.05

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

- i) investigating complaints of an urgent matter, and
- ii) investigating grievances, and
- iii) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- iv) supervising ballot boxes and other related functions during ratification votes, and
- v) attending meetings called by management, and
- vi) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- vii) acting as appointees to the Union/Management Committee.

7.06

The Union shall inform the Director of Nursing or designate in advance when the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visit shall not interfere with the normal operations of the Employer at the Health Centre or satellite centres or its operations within any of the four communities in the Nass Valley.

7.07

The Employer shall provide the Union with a list of any new or terminated employees.

7.08

Subject always to the operational requirements of the Employer not more than one shop steward at any time shall be engaged on Union activities outside the Nisga'a Lisims (Nass Valley).

7.09 Copies of the Collective Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Collective Agreement in booklet form to all of its employees. The Union will print the Collective Agreement at its expense.

7.10 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that the Collective Agreement is in effect setting out the conditions of employment. The Employer further agrees to provide new employees with the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk in person or by telephone to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

7.11 Leave for Union Matters

Grievance Meetings

Where operational requirements permit, the Employer will grant an employee, upon request, who has presented a grievance, leave with pay to attend a grievance meeting or conference call held in the centre where such employee works.

Arbitration Hearings

When operational requirements permit, the Employer will grant leave with pay to an employee, including a Shop Steward, to attend an arbitration hearing concerning his or her grievance and the Union shall reimburse the Employer for such pay.

ARTICLE 8 — STEWARDS TRAINING COURSES

Where operational requirements permit, and subject to Article 7.08 the Director of Nursing will grant leave without pay not exceeding five (5) days, to employees appointed as Stewards by the Union to undertake training sponsored by the Union related to the duties of a Steward.

ARTICLE 9 — CONTRACT NEGOTIATIONS AND PREPARATORY MEETINGS

9.01

The Employer will grant leave for a designated employee or her alternate to attend Union Committee preparatory contract meetings and contract negotiations meetings between the Union and the Employer. Subject to operational requirements, leave may be granted to an additional employee to attend negotiation meetings with the Employer on occasion, in special circumstances.

9.02

The Employer will grant such leave with pay and the Union will reimburse the Employer for such pay upon receipt of the Employer's invoice. The Union will be responsible for paying all travel and accommodation expenses incurred by such employee.

ARTICLE 10 — PAID PRESIDENT LEAVE

10.01

If and when an employee ever holds the position of full time president with the Union she shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, and sick leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD for the first three (3) months while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

10.02

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

10.03

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

ARTICLE 11 — CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this Agreement.

ARTICLE 12 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article “regularly scheduled” means the normal hours as per Article 20 scheduled in advance.

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

12.01 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the three definitions found in Articles 12.02, 12.03, and 12.04.

12.02 Regular Full-Time Employees

A) Definition

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 20 Hours of Work.

B) Benefit Entitlement

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

C) Seniority

Regular full-time employees accumulate seniority in accordance with Article 40 Seniority.

12.03 Regular Part-Time Employees

A) Definition

Regular part-time employees are those who work less than full-time employees on a regularly scheduled basis as provided in Article 20 Hours of Work.

B) Benefit Entitlement

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees.

C) Seniority

Regular part-time employees accumulate seniority in accordance with Article 40 Seniority.

12.04 Casual Employees

A) Definition

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

- (1) sickness relief
- (2) vacation relief
- (3) leave of absence relief
- (4) relief pending a regular employee appointment
- (5) temporary workload
- (6) paid holiday relief
- (7) overtime owing relief
- (8) maternity leave relief

B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than six (6) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

Where there is no bona fide reason for the refusal of work and a further six (6) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

C) Letter of Appointment

- i) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, their worksite, and if the employee is seeking regular employment, it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's availability for work of a casual nature. Further, it shall be noted that this commitment to availability shall be subject to a mutually acceptable revision. Any specialist qualifications held by the employee, and the mutually agreed work site(s) and programs in which the casual employee will work will be noted in the letter of appointment.

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.

- ii) **General Availability**

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

- iii) **Orientation**

The Employer will provide casual employees with orientation to all the sites and programs mutually agreed in the employee's letter of appointment.

D) Seniority

Casual employees, if on the casual seniority list (Article 40 Seniority) shall be called for work in order of their seniority. If such casual employee is not available, the next most senior casual

employee shall be called until the list is exhausted.

E) Wages

Casual employees shall be paid in accordance with the wage schedule attached hereto.

F) Benefit Entitlement

a) There shall be no benefits payable to casual employees and their wages shall include vacation pay equivalent to 4.5% of their straight-time wages, exclusive of all premiums, in any year after they have worked five (5) calendar days in that year. If any casual employee has worked nine hundred (900) cumulative straight-time hours in any one year for the Employer, said vacation pay equivalent shall be increased to twelve percent (12%) of her said wages for that year.

b) If the employee works on the work day immediately before and after the statutory holiday, she will receive pay for such holiday.

ARTICLE 13 – ANNIVERSARY DATE AND INCREMENTS

13.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Appendix A – Wage Scale.

13.02 Anniversary Date

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date (reference 13.03 – Increments).

13.03 Increments

A) A regular employee shall be entitled to increments based on a year's length of service.

B) New regular and casual employees shall receive credit for previous hours of experience as follows:

One (1) increment step for each 1950 hours provided no more than two (2) years has elapsed since such experience was obtained.

C) A casual employee shall move to the next increment step upon completion of a total annual FT equivalent hours (1950) worked for the Employer.

When a casual employee applies for and receives a regular position, she shall either retain the same increment step attained as a casual or be placed at the increment step that recognized her previous experience in accordance with 13.03 (B), whichever is higher, and shall advance to the next increment on her anniversary date of regular employment.

ARTICLE 14 — EMPLOYER BUSINESS

14.01

An employee required by the Employer to attend meetings or to attend hearings or to sit on a committee established by the Employer shall continue to receive her wages for the time period as required. If after attending such meetings or hearings the employee is subsequently unable to report for work during part or all of her normal working hours, because of weather delays or other delays beyond the control of the employee and the Employer, such employee shall be deemed to have worked during such time and will receive her straight time pay. In no event shall overtime be payable in the above circumstances of delay.

14.02

The Employer will reimburse the employee for all expenses including reasonable travel time incurred by the employee during the time periods referred to in Article 14.01 above.

ARTICLE 15 — BULLETIN BOARDS

15.01

The Employer will provide a bulletin board space for Union use, at suitable locations accessible to employees agreed to by the Employer and the Union. Information relating to Union affairs, and social events may be posted.

ARTICLE 16 — NO STRIKE/LOCKOUT DURING THE TERM OF AGREEMENT

16.01

During the term of this Agreement the Union agrees that there will be no strike, or job action which constitutes a strike, and the Employer agrees that there shall be no lockout of its employees bound by this Agreement.

16.02

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

ARTICLE 17 — UNION/MANAGEMENT COMMITTEE

17.01

A Union/Management Committee shall be established. The Employer and the Union shall each appoint a maximum of two (2) to the Committee.

17.02

The Chairmanship of the Union/Management Committee shall alternate between a Employer representative and a representative of the Union.

17.03

Meetings of the Committee shall be held at the call of the Chair at a time mutually agreed and as promptly as possible upon request in writing of either party. Meetings shall occur at the call of the Chair and not more than once each month.

17.04

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

17.05

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

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

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

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

ARTICLE 18 — GRIEVANCE PROCEDURE

18.01

If any differences arise between the Employer and an employee or employees or between the Employer and the Union concerning the interpretation, application or any alleged violation of the Agreement, such differences shall be settled without stoppage of work and all employees including the employee(s) concerned in any such differences, shall continue to work in accordance with the Agreement until the difference is settled.

18.02

The following procedures shall be used for the resolution of differences referred to in Article 18.01:

STEP 1

Within fifteen (15) calendar days after the occurrence or within fifteen (15) calendar days after the employee first becomes aware of the alleged violation giving rise to the difference the employee shall with or without a Union representative (at the employee's choice) discuss the difference in a meeting with the Director of Nursing or designate.

STEP 2

If the grievance is not satisfactorily settled under Step 1 within twenty-one (21) calendar days after the Step 1 meeting, the employee with a steward shall meet with the Director of Nursing or designate to discuss and submit a written grievance.

Within seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward designate. 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.

STEP 3

If the grievance is not satisfactorily settled under Step 2, the Union, within twenty-one (21) calendar days after receipt of the Step 2 written response, shall hold a meeting and discuss the grievance with the Executive Director or her/his designate. Within ten (10) calendar days after that meeting, the Executive Director or designate shall provide a written response to the Union and if the grievance is denied, such response shall give reasons for the denial.

Where the Union or Employer submits a policy or general grievance, such grievance will be in writing and will be submitted under Step 3 and dealt with in accordance with the provisions of Step 3.

18.03 Time Limits

If the time limits set out in Steps 1, 2 and 3 above are not complied with by the employee(s) or Union, then the grievance shall be considered to have been abandoned unless the parties have mutually agreed in writing to extend the time limits.

18.04 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 questions as to whether a matter arbitrable, during the term of this Agreement, either party may refer the matter to a mutually agreed to arbitrator who will:

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

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days or in the event either party does not agree with the recommendations of the Industry Troubleshooter, either part may proceed to Article 19 Arbitration.

ARTICLE 19 — ARBITRATION

19.01

If a grievance is not resolved through the procedure in Article 18, either party may within thirty (30) calendar days after Step 3 above has been completed submit the grievance to an arbitrator mutually acceptable to both parties, or if both parties agree to an arbitration board.

19.02

If both parties agree to the appointment of an arbitration board to hear the grievance, the party requesting arbitration shall notify the other of its intent to arbitrate within the time set out in Article 18.01 above and the name of its appointee to the arbitration board. The recipient of such notice shall within ten (10) calendar days notify the other party of its appointee to the arbitration board.

19.03

The two appointees referred to in 19.02 shall within a further period of ten (10) calendar days select a third person to act as Chair.

19.04

If the appointees fail to agree upon a Chair within the ten (10) calendar day period either party may, by written request, ask the Minister under the Canada Labour Code or Successor Legislation to appoint the arbitration board Chair. If either party fails to agree to appoint a sole arbitrator within the thirty (30) day period referred to in Article 19.01, either party may request the Minister to make such appointment.

19.05

The arbitrator shall issue a decision or the arbitration board, if appointed, shall issue a decision which may be decision of the majority of the Board, and the decision of the arbitrator or the arbitration board shall be final and binding upon the parties.

19.06

Each party will be responsible for its own expenses in presenting its case to the arbitrator or the arbitration board and if a board is appointed, each party shall be responsible for the expenses of its appointee. The expenses of the arbitrator or the chair of the arbitration board shall be shared equally by the parties.

19.07

No decision of an arbitrator or arbitration board shall amend or alter the terms of this Agreement.

19.08

By agreement the parties may abridge the time requirements of Article 19 and may submit any difference or dispute to arbitration on an expedited basis.

19.09

The time limits in this Article may be extended by written agreement of the parties.

ARTICLE 20 — HOURS OF WORK**Normal Hours of Work****20.01**

The normal work week shall be 37.5 hours and the normal work day shall be 7.5 consecutive hours, exclusive of a meal period of one (1) hour between the hours of 7:00 a.m. and 6:00 p.m., or a mutually agreed equivalent.

20.02

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period subject to operational requirements and subject to work required pursuant to the on call schedule referred to below.

20.03

Subject to operational requirements, one (1) rest period of fifteen (15) minutes in each half of the work day shall be provided.

20.04 Flexible Hours

- A) The Parties recognize the particular and unique needs of clients dealing with community based health care services and that the provision of such services cannot always be predicted accurately in advance. In the interest of client care, it is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of the services.
- B) The scheduled hours of work for nurses within this program shall be flexible to a maximum of 150 hours within a four (4) week period. The Employer will identify each four (4) week period in advance. The establishment of flexible on call work schedules shall be by mutual agreement between the Employer and the employee at the local level.
- C) The flexible hours scheduled will be indicated on the on call schedule. The scheduled flexible hours shall not constitute a call back under Article 22.
- D) It is intended that the flexible on call work schedule to which flexibility applies shall be a 7.5 hour work day.
- E) In planning the proposed flexible on call work schedule, the 7.5 hour work day may be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.
- F) The Director of Nursing or designate shall post each month a work schedule indicating the necessary flex hours for employees on call.
- G) Due to extenuating circumstances, i.e. palliative care pt., new diabetic in process of learning insulin self administration; requiring regular home visits after normal working hours nurse on call can take flex hours during the normal working day, i.e. leave at 3:00 p.m. that same day. This could be mutually arranged by D.O.N. and nurse with no advance notice necessary.
- H) The employee shall keep an accurate record of actual hours worked which will be submitted to the Director of Nursing or designate.
- I) Hours worked in one day over 7.5 hours will incur overtime or call back as in Article 22.

ARTICLE 21 — OVERTIME

21.01 Definitions

- A) "Overtime" means work performed in excess of the normal daily hours or weekly hours outlined in Article 21.
- B) "Straight-time rate" means the hourly rate of pay.
- C) "Time and one-half" means one and one-half time (1 ½ x) the straight-time rate of pay.
- D) "Double time" means two times (2 x) the straight-time rate of pay.

21.02 Overtime Pay

Employees requested to work in excess of the normal daily hours as outlined in Article 21 or who are requested to work on their scheduled off-duty days, shall be paid:

- A) the rate of time and one-half (1 ½ x) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double time (2 x) thereafter;
- B) the Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

21.03 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

21.04 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided in Article 24.04, the employee shall be paid overtime at the rate of time and one-half times (1 ½ x) the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

21.05 Overtime Pay

Overtime pay shall be paid to the employee at the end of the following pay period in which the overtime was earned except as provided in Article 21.06 below.

21.06 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off (CTO) at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer. The leave approval will be subject to operational requirements and will not require the Employer to access the use of Agency nurses. The CTO bank shall be based on a dollar amount when earned and paid out and shall be taken prior to the end of the fiscal year (March 31) in any given year. Untaken CTO banks will be paid out on the employee's next regular pay cheque after March 31 in any given year. Up to five (5) days of CTO earned between January 1 and March 31 of the payout year may be banked and must be taken during the next fiscal year. The Employer will make a reasonable effort to allow time off when requested by the employee.

21.07 Overtime for Part time Employees

- A) A part time employee working less than the normal hours per day of a full time employee, and who is requested to work longer than her regularly scheduled work days, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full time employee.
- B) A part time employee working less than the normal days per week of a full time employee, and who is requested to work other than her regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full time employee.
- C) Overtime rates shall apply to hours worked in excess of (A) and (B) above.

ARTICLE 22 — CALL BACK

22.01

Call back means the period during which an employee who is scheduled off duty and is either:

- A) on call, or
- B) not on call and is called back outside her normal working hours and reports for work on an urgent or emergent basis.

22.02

When an employee is called back to work or when an employee who is on call duty pursuant to Article 22 is called back to work from her home any time outside her normal working hours she shall be entitled to the greater of:

- A) a minimum of three (3) hours' pay at the applicable overtime rate, pursuant to Article 21.02 (A) or
- B) compensation time off at the applicable overtime rate for each hour worked.

22.03

If within the said three (3) hour period referred to in Article 22.02 (A), additional attendances or telephone calls occur then the applicable overtime rate for the additional attendances at the health centre, satellite centre or any patient's home, or telephone calls shall be deemed to be included within the said three (3) hour period for pay purposes.

22.04

Upon application by the employee compensation earned under this Article may be taken in the form of compensatory time off, which will be calculated at the applicable premium rate in Article 22.02 compensatory time off will be scheduled by mutual agreement between the Director of Nursing and the employee.

22.05

An Employee called out after midnight on any day scheduled "on call" and that Employee works either:

- A) three (3) hours prior to midnight and one (1) hour after midnight; or
- B) two (2) hours or more after midnight

May be scheduled off duty with pay for the a.m. portion of her shift.

ARTICLE 23 — ON CALL DUTY

23.01

- A) When an employee is advised by the Employer or its designate that they are "on call" that is, immediately available by telephone contact, they shall be paid straight time wages in accordance with the following schedule:

On a regular work day	\$3.50 per hour
On a day of rest or a Statutory Holidays	\$4.25 per hour

B) On call duty shall be equally divided among the employees who are qualified to perform the available work, however, senior employees will have the first option.

23.02

A nurse on call who responds to a call from a client by telephone without attending at the health centre or at a satellite centre or at the home of the client will be compensated at one and one half times (1.5x) her straight time wages for fifteen (15) minutes, for each call from a client, regardless of the duration, or for the duration of the call if the call exceeds fifteen (15) minutes. This Article is subject to Article 22.03.

23.03

Client telephone calls received by employees on call pursuant to this Article shall not constitute a call back of such employees pursuant to Article 22 - Call Back.

23.04

Should the Employer require an employee to have a pager or beeper available during their on call period, then all related expenses for such device shall be the responsibility of the Employer.

23.05

All client calls received by employees on call shall be documented appropriately.

23.06

A nurse on call who responds to a call from a client that poses a risk of injury due to violence or abuse shall have the right to refuse to treat the client.

23.07

If, in the judgement of the nurse, responding to a particular client poses a medical emergency, or event of unusual circumstances such that an extra person is required to attend, the nurse shall have the authority to do so.

ARTICLE 24 – STATUTORY HOLIDAYS

24.01 Paid Holidays

A) The following have been designated as paid holidays:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

B) Any other holiday proclaimed by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

24.02 Holidays Falling on a Saturday or Sunday

For an employee whose work week is from Monday to Friday, and when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; when a

holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding holiday already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

24.03 Holiday on a Day of Rest

- A) When a paid holiday falls on a regular full time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday at a time agreed between the employee and the Executive Director or Designate.
- B) If a regular full time employee is called in to work on the day designated as the lieu day pursuant to (A) above, she shall be compensated at a time and one-half (1 ½) of her straight time pay for all hours worked.

24.04 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1 ½) of her straight time pay. Regular full time employees shall also receive an additional day off in lieu of the holiday.

24.05 Holiday Coinciding with a Day of Vacation

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

24.06 Holiday Pay for Regular Part time Employees

Regular part time employees shall receive four point two per cent (4.2%) of straight-time pay instead of a day off with pay.

24.07 Christmas or New Year's Day Off

The Employer agrees to make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting. Employees shall indicate their preference in writing on or before November 15 of each year and the Employer shall respond in writing on or before December 1 of each year.

24.08 Scheduling of Lieu Days

Subject to the Employer's operational requirements reasonable effort will be made to schedule days off in lieu of holidays as an addition to the employee's regular days off, except where the employee and the Employer otherwise agree.

ARTICLE 25 — LEAVE GENERAL

25.01 Application

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

25.02

Article 25.01 does not apply to leaves granted under Article 7.

25.03 Notice

An employee may request unpaid leave of absence provided for in this Agreement. Requests for such leave of absence shall be made in writing to the Director of Nursing, and may be granted at the Employer's discretion. Reasonable notice of at least fourteen (14) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least seven (7) days prior to the commencement date of the requested leave.

25.04

If an employee who has been granted more vacation or sick leave with pay than she has earned dies while actively employed with the Employer, such employee will be considered to have earned the amount of leave with pay granted to her.

25.05

If any employee who has been granted more vacation or sick leave with pay than she has earned is laid off, she will be considered to have earned the amount of such leave with pay granted to her provided she has at the time of such layoff completed two (2) or more years of continuous active employment.

25.06

An employee shall not be granted two (2) different types of leave with pay during the same period of time.

25.07

An employee is not entitled to leave with pay during periods when she is on leave without pay, on educational leave or under suspension.

ARTICLE 26 — SICK LEAVE

26.01

An employee shall earn sick leave credits at the rate of one and one half (1½) days per month employed by the Employer to a maximum of seventy-two (72) days. Sick leave credits will not accrue to an employee who is on an approved leave of absence without pay for any period in excess of two (2) months.

26.02

An employee shall be granted sick leave with pay when she is unable to perform her duties due to illness or injury, provided she has sick leave credits available. A physician's note may be required after three (3) days of illness or injury.

26.03

When an employee is granted sick leave with pay, and WCB is subsequently approved for the same period by WCB or the Health Board, it shall be considered for the purposes of the record of sick leave credits that the employee was not granted sick leave with pay.

26.04

An employee shall utilize her sick leave credits until the weekly indemnity plan commences at day thirteen (13) for illness or injury at the rate of 75% of wages in accordance with the weekly indemnity group insurance plan which shall be mutually accepted by the parties.

26.05

Where an employee has insufficient or no credits to cover her sick leave with pay, an advance in pay may be granted at the discretion of the Employer. If the employee leaves the employment of the Employer within one (1) year after such advance granted by the Employer, the Employer may recover such pay advance from any monies owed to the employee by the Employer.

26.06

An employee shall not be granted sick leave with pay when under suspension or on a leave of absence without pay, unless agreed to by the parties.

ARTICLE 27 — VACATION LEAVE

27.01

Employees shall be entitled to vacation leave.

27.02

Any employees who are employed for less than one (1) year shall be paid six (6) per cent of her gross income as vacation pay.

Regular full-time employees shall be entitled to vacation leave at their regular rate of pay as follows:

- 20 work days after 1 year of continuous service
- 20 work days after 2 years of continuous service
- 20 work days after 3 years of continuous service
- 20 work days after 4 years of continuous service
- 21 work days after 5 years of continuous service
- 22 work days after 6 years of continuous service
- 25 work days after 7 years of continuous service
- 25 work days after 8 years of continuous service
- 25 work days after 9 years of continuous service
- 30 work days after 10 years of continuous service
- 30 work days after 11 years of continuous service
- 30 work days after 12 years of continuous service
- 30 work days after 13 years of continuous service
- 30 work days after 14 years of continuous service
- 33 work days after 15 years of continuous service
- 33 work days after 16 years of continuous service
- 33 work days after 17 years of continuous service
- 33 work days after 18 years of continuous service
- 35 work days after 19 years of continuous service

An employee who has completed her first six (6) months of continuous employment may receive advanced vacation leave equivalent to the anticipated entitlement for the vacation year. This benefit is limited to the employee's first year of continuous employment with the Employer.

Prior to receiving advanced vacation leave equivalent to the anticipated entitlement for the vacation year, the employee must sign a written agreement to reimburse the Employer in full for the pro-

rated amount of vacation not earned should the employee terminate her employment in the first year of employment. This repayment will come from her final pay cheque and/or by cheque/cash.

If an employee terminates her employment in the first year of employment, and has received advanced vacation leave as above, she reimburses the Employer on a pro-rated basis.

27.03

Regular part time employees shall have the above vacation entitlement pro-rated based on hours worked. An employee is entitled to vacation leave with pay to the extent of her earned credits but an employee who has completed her first six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

27.04

Employees shall receive their regular pay during their respective vacation entitlement days.

27.05

An employee may carry over up to five (5) days vacation per vacation year. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer in consultation with the employee. A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

27.06

Should a statutory holiday referred to in Article 24.01 occur during any employee's annual vacation, the employee shall take that holiday immediately following the completion of her vacation in which the holiday occurred.

27.07

The employee's vacation shall be scheduled ninety (90) days in advance of such vacation through discussion with the Director of Nursing and the scheduling of vacations shall be subject to seniority and the operational requirements of the Employer.

27.08

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

27.09

Vacation time may be divided and shall be scheduled at a time agreed to by the Employer and the employee, provided, however, that an employee who splits her vacation shall not receive an option as to when she wishes to take the subsequent portion of her vacation until all the other employees of the Employer under this Agreement have made their first choice of vacation time.

27.10

In the event that an Employee is sick or injured prior to the commencement of her vacation, such Employee shall be granted sick leave and the vacation period, so displaced, shall be added to the vacation period if requested by the Employee and by mutual agreement, or shall be reinstated for use at a later date.

ARTICLE 28 — COMPASSIONATE LEAVE

28.01

Compassionate leave of absence of three (3) days leave with pay shall be granted to a regular employee at the time of notification of death, upon application to the Executive Director or designate in the event of the death of a member of the employee's immediate family. Immediate family is defined in this Article as an employees:

- an employee's parent (or alternatively step-parent)
- spouse or common law spouse
- child, or step-child or adopted child
- foster child who is living with employee foster parent for period exceeding one (1) year
- brother, sister
- father-in-law, mother-in-law
- grandparent, grandchild
- legal guardian or ward
- any relative permanently residing in the employee's home or with whom the employee permanently resides

In the event of the death of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the employee shall be entitled to family responsibility leave under Article 31 for one (1) day for the purpose of attending the funeral.

28.02

The employee may take up to two (2) additional days with pay when necessary to travel to attend the funeral of the employee's immediate family.

28.03

If an employee is on vacation leave at the time of bereavement, the employee shall be granted the compassionate leave of three (3) days and shall be credited the appropriate number of days to vacation leave credits.

28.04

Compassionate leave with pay shall not apply when an employee is on leave of absence without pay.

ARTICLE 29 — PARENTAL LEAVE

29.01 Natural Mother

A) Maternity Leave

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

i) **Benefits**

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 25.01 (Leave – General).
- (2) or the balance of an eighteen (18) week period (i.e. eighteen (18) weeks less twenty (20) work days) the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available 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.

B) **Parental Leave**

Within the fifty-two (52) week leave period granted under 29.01 (A), weeks nineteen (19) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

i) **Benefits**

For weeks nineteen (19) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C)

i) **Parental Leave - Special Circumstances**

Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- ii) An employee's combined entitlement to leave under subsection (A), (B), and (C) is limited to sixty-three (63) weeks.

D) **Additional Leave**

Any further leave granted beyond the normal sixty-three (63) week period or the sixty-three (63) week period for special circumstances will be unpaid leave without any benefits.

- E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment Insurance Act shall be covered by sick leave provisions (Article 26.04) providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

- F) An employee shall make every effort to give forty-five (45) days notice prior to the commencement of maternity leave of absence and at least forty-five (45) days notice of her intention to return to work prior to the termination of the leave of absence.

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

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

29.02 Natural Father

A) Parental Leave

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

i) Benefits

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 25.01 (Leave - General).
- (2) For weeks five (5) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available 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.

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

Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition. The maximum parental leave is forty-two (42) weeks.

i) Benefits

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

C) Additional Leave

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

29.03 Adoptive Parents

A) Adoption Leave

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay.

i) Benefits

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 25.01 (Leave - General).
- (2) For the balance of an thirty-seven (37) week period (i.e. thirty-seven (37) weeks less twenty (20) work days) the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available 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.
- (3) The remaining nineteen (19) weeks of adoption leave are subject to the provisions of Article 25.01 (Leave - General).

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

Upon request, a regular employee shall be granted up to five (5) weeks additional parental leave without pay if a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition - five (5) weeks additional may be taken up to a maximum of combined parental leave and parental leave (special circumstances) of forty-two (42) weeks for each adoptive parent who is an employee of the employer.

i) Benefits

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

C) Additional Leave

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

29.04

- A) For the purpose of this Article 29, the reference to medical or other benefit plans contained in the benefit Articles applicable to Natural Mother Article .01, Natural Father Article .02, and Adoptive Parents Article .03 shall mean medical, extended health, dental, long-term disability, and group life insurance benefits.
- B) If, during the leave periods granted to Natural Mother, Natural Father and Adoptive Parents under this Article 29, the affected employee fails to maintain her share of the monthly pension contributions, then the pension benefit shall not accumulate during such leave period(s) pursuant to Section 209.2 of the Canada Labour Code, R.S.C. 1985 and any amendments.

29.05 Return to Employment

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

ARTICLE 30 — PERSONAL LEAVE WITHOUT PAY

30.01

Leave without pay may be granted at the discretion of the Employer for personal reasons in the following manner:

- A) Subject to operational requirements, leave without pay for a period of up to three (3) months may be granted to an employee for personal needs.
- B) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- C) An employee may obtain leave without pay for personal needs only once under each of (A) and (B) of this Article during his total period of employment. Leave without pay granted under this

Article may not be used in combination with maternity, paternity, or adoption leave without the consent of the Employer.

- D) The leave period without pay granted under subsection (B) of this Article shall be deducted from the calculation of “continuous employment” for the purpose of calculating seniority, severance pay, and vacation entitlement for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

30.02

The Director of Nursing may, at her discretion, grant leave for one (1) day without pay for employee personal reasons and the total leave granted under this Article shall not exceed three (3) days in any calendar year.

ARTICLE 31 — LEAVE FOR FAMILY-RELATED RESPONSIBILITIES

31.01

Subject to the operational requirements, the Director of Nursing or designate, in her discretion may grant leave with pay to an employee for immediate family related reasons not otherwise provided for in this Agreement. The total leaves granted under this Article will not exceed four (4) days in any calendar year.

ARTICLE 32 — COURT LEAVE

32.01

Leave with pay shall be granted to any employee other than an employee already on leave without pay, on education leave, or under suspension, who is required to be available for jury selection or to serve on a jury, provided that such employee shall reimburse the Employer for all jury pay received by her for attending for jury selection or for serving on a jury.

32.02

Leave with pay shall be granted to any employee other than an employee already on leave without pay, on education leave, or under suspension, who is required by subpoena or summons to attend in any proceedings as a witness held in or under the authority of a court of justice or in any judicial proceedings. Any witness' fees received by the employee as a result of attending in such judicial process shall be remitted to the Employer.

32.03

This Article does not apply to any employee who is a party to any court proceedings. Such employee shall be entitled to leave without pay to attend such proceedings.

ARTICLE 33 — LEAVE - WORKERS' COMPENSATION

33.01

An employee shall be granted Workers' Compensation leave with pay in the event that WorkSafe BC determines that the employee has established a claim (time loss benefits) and she is unable to perform her duties by reason of the compensable injury which occurred while employed by the Employer. An employee shall be granted Workers' Compensation leave with net pay in the event

that WorkSafe BC determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term 'claim' will not include any form of WorkSafe BC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from the WorkSafe BC arising from this claim.

33.02

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

33.03

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

33.04

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

33.05

Absence from work to attend emergency medical or dental appointments and medical appointments arising from work related accident covered by Workers' Compensation shall be paid for from the employee's accumulated sick leave.

ARTICLE 34 — EXAMINATION LEAVE

34.01

Leave with pay up to three (3) days to take examinations may be granted by the Employer to an employee who is not already on educational leave. Such leave will be granted only where, in the opinion of the Employer, the course study is directly related to the employee's duties or will improve her qualifications.

ARTICLE 35 — CAREER DEVELOPMENT

35.01

An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education for which special preparation is needed to enable her to fill her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

35.02

If the employee, while on education leave, decides not to return after her leave period, she shall provide three (3) months' notice to the Employer for its operational reasons.

ARTICLE 36 — LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

36.01 Transfer of Function

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

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

36.02 In-Service Programs

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

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

36.03 General Education Programs

A) Employer Requested Leave

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

B) Duration and Expenses

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

C) Employee Requested Leave

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time.

D) Leave on Day Off

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

E) Professional Development

In addition to the above, the Employer shall provide each nurse with two education days for a course(s) of her choice related to Nisga'a.

36.04 Education Allowance

Where the following post-graduate nursing training or nursing education is achieved by an employee in the performance of her duties of her position, the allowance will be paid as follows:

- A) Recognized specialty training course over 3 months \$25.00 per month
- B) One year university course in Administration, Public Health, Teaching and Supervision, or Psychiatry \$25.00 per month
- C) Bachelor’s degree in Nursing \$100.00 per month
- D) Master’s degree in nursing \$125.00 per month

One (1) allowance only will be paid for the highest relevant qualification.

ARTICLE 37 — LEAVE FOR CONFERENCES AND CONVENTIONS

37.01

Subject to budgetary constraints and operational requirements, leaves of absence, without loss of pay, may be granted by the Director of Nursing for conferences and conventions not exceeding one week. The Employer shall endeavour to grant such leaves of absence.

ARTICLE 38 — DISCIPLINE AND DISMISSAL

38.01

The Employer shall not dismiss or discipline an employee except for just and reasonable cause. Notice of dismissal, or suspension, shall be in writing and shall set forth the reason for dismissal or suspension.

38.02

All dismissals, suspensions, and other disciplinary action may be grieved under the grievance procedure commencing at Step 3, Article 18. Written notice of any dismissal or suspension shall be sent to the Union within five (5) working days of the action being taken.

38.03

Where the Executive Director or his designate intends to interview an employee, in person or by conference telephone, for disciplinary purposes, the Executive Director or designate must notify the employee in advance of the purpose of the interview and of the employee’s right to have a steward present in order that the employee can exercise her right to contact her steward, providing this does not result in an undue delay of the appropriate action being taken.

38.04

Where the Executive Director or his designate intends to interview a steward for disciplinary purposes, the steward shall have the right, at the Union’s expense, to consult with a Union Staff Representative or to have another steward or alternate present in person or by conference telephone call, providing this does not result in an undue delay of the appropriate action being taken.

38.05

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

ARTICLE 39 — TERMINATION OF EMPLOYMENT BY EMPLOYEE

39.01

An employee shall deliver to the Employer, at least thirty (30) days prior, written notice of her resignation.

39.02

The period of notice must be for times scheduled to be worked and must not include accrued vacation or other banked time.

39.03

If any employee fails to provide the thirty (30) days notice period, the Employer may deduct from any monies owing to the employee, an amount which is proportionate to the time she actually terminated her employment at the end of the required thirty (30) days notice period.

ARTICLE 40 — SENIORITY

40.01

Seniority for a regular employee, whether full time or part time, is defined as the length of the regular employee's continuous employment from the date of commencement of regular employment.

40.02

Seniority for a casual employee is defined as the number of the casual employee's cumulative straight time hours worked in the employ of the Employer from the date of commencement of casual employment.

40.03

Seniority for regular employees shall be maintained and accumulated under the following conditions:

- A) absence due to an occupational illness or accident recognized as such by the Workers' Compensation Board;
- B) maternity leave;
- C) absence due to any paid leave for the period of the leave up to three (3) months;
- D) absence due to any unpaid leave of absence for the first twenty (20) days;
- E) absence due to the conduct of Union business.

For time periods in excess of those stated above, seniority shall be maintained but not accumulated. In addition, seniority shall be maintained but not accumulated while such regular employees are absent due to long term disability.

40.04

In January of each calendar year, the Employer shall post a seniority list indicating the name and start date of each of the regular full time or part time employees and such list shall be sent to the Union.

40.05

In March and September of each calendar year, the Employer shall post a seniority list indicating the name and straight time cumulative hours worked since the original start date of each of the casual employees and such list shall be sent to the Union.

40.06

Casual employees commencing regular full time or part time employment shall be credited for their cumulative straight time hours worked as a casual.

40.07 Employment in Excluded Positions

- A) An employee accepting a continuous position with the Employer which is outside the bargaining unit shall retain her seniority accumulated prior to the date of leaving the bargaining unit for a period of three (3) months;
- B) An employee temporarily substituting in an excluded position with the Employer shall continue to accumulate her seniority.

ARTICLE 41 — STATEMENT OF DUTIES/JOB DESCRIPTIONS AND CLASSIFICATIONS

41.01

Upon request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of her position, including the position's classification level for salary purposes.

41.02

The Employer shall draw up job descriptions for all jobs and classifications for which the Union is the certified bargaining agent. Such job descriptions shall be sent to the Union for purposes of consultation. After consultation, the Employer shall finalize the job descriptions and deliver them to the Union.

41.03

Each employee shall be provided with a copy of the job description for her position.

41.04 New or Changed Positions

Where the Employer establishes a new position within the bargaining unit or significantly changes the duties to be performed by an employee in an existing classification, the Employer or its designate and the Union agree to meet and consult prior to the implementation of the new position or such change to an existing job to discuss the wage rate and qualifications of the job description. Thereafter, the Employer shall provide such job description to the Union and the affected employee.

41.05

If the Union does not object to the wage rate for such new or changed position referred to in 41.04 above within thirty (30) days of the meeting, the wage rate is deemed to be agreed after the thirty

(30) day period. Failing such agreement between the Employer or its designate and the Union on the appropriate wage rate for any job referred to in 41.04 above, that matter may be resolved through the grievance and arbitration procedure and the arbitrator has jurisdiction to determine the wage rate only.

ARTICLE 42 — ABANDONMENT OF POSITION

42.01

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer for the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 43 — REGISTRATION

43.01

- A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act. Such authorization must be in effect on or by March 1 of each calendar year.
- B) At the Employer's request, a nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit, or other proof acceptable to the Employer.
- C) The Employer shall reimburse the employee for the cost of registration with his/her professional association.

ARTICLE 44 — PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient care. Such concerns are not deemed to be grievances under this Agreement and include the following:

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

44.01

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

44.02

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within fourteen (14) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to the Chair of the Union/Management Committee and the Director of Nursing.

44.03

Meetings of the Committee shall be held at the call of the Chair within twenty-one (21) calendar days of receipt of the Professional Responsibility Report Form.

44.04

Members of the Committee shall have access to all Nursing Department policy and procedure manuals and other documents relevant as may be necessary to assist in satisfactory resolution of the employee's concerns.

44.05

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

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

44.06

If the employee is not satisfied with the written response from the Executive Director, the employee, with a Union representative and the Executive Director, may make a presentation to a mutually accepted, qualified, third party in the North Coast area. The cost of the third party will be shared equally.

ARTICLE 45 — TRANSFER FOR EMERGENCY PURPOSES

45.01

For emergency purposes, the Employer may transfer an employee to another location or village for an accumulative period not exceeding twenty (20) working days in any year.

ARTICLE 46 — FILLING AND POSTING VACANCIES

46.01

The Employer shall post internally and may advertise externally all regular full time and part time vacant nursing positions describing the position, the location of the vacancy, the date of commencement and the required qualifications. The Employer shall post and advertise a vacancy at least fourteen (14) calendar days in advance of selection.

46.02

In filling such vacant regular positions, appointments shall be made to the employee or person with the required qualifications, level of competence and efficiency as required by the position and, where such requirements are equal between two or more employees, seniority shall be the determining factor. Despite the provisions in this Article, the Employer may give preference to a qualified applicant for work under Article 47 (Hiring Preference) in which case this Article 46.02 will not apply to such applicant. This provision is subject to Letter of Understanding #3.

46.03

If the employee is promoted or transferred to a vacant position, then that employee shall be considered a qualifying employee in her new position for a period of ninety (90) calendar days. If the employee is found to be unsatisfactory or unsuitable in her new position or if she wishes to return to her previously held position within such period, she shall be returned to such position. To enable the employee to return to her previously held position, the Employer may fill her previously held position with a casual employee during the ninety (90) day period.

ARTICLE 47 — HIRING PREFERENCE**47.01**

When hiring new employees for full time, part time or casual work, the Employer may give preference to qualified First Nations people generally and, in particular, to members of the Nisga'a Nation.

ARTICLE 48 — PROBATIONARY EMPLOYEES**48.01**

All regular full time employees shall be probationary during their first three (3) months of employment. Upon successful completion of this probationary period, such employees shall be granted seniority dating from the first date of employment with the Employer. The term "three (3) months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

48.02

All regular part time employees shall be probationary for their first four hundred and fifty (450) hours straight time worked. Upon successful completion of this probationary period, such employees shall be granted seniority dating from the first date of employment with the Employer.

48.03

All casual employees shall be probationary during their four hundred and fifty (450) hours straight time worked. Upon successful completion of this probationary period, a casual employee shall be granted seniority amongst casual employees from the first date of employment with the Employer.

48.04

All employees shall serve only one probationary period.

48.05

During the probationary period, the employee may be terminated subject to Article 48.06 by the Employer if the Employer finds the employee to be unsuitable, providing the factor involved in suitability could reasonably be expected to affect work performance.

48.06

During the probationary period referred to in Articles 48.01 and 48.02, the Director of Nursing or her designate shall evaluate the work of said probationary employee referred to therein and deliver a written evaluation report to such employee which will be considered by the Executive Director and the Director of Nursing in deciding whether such employee should become a regular employee or should be terminated prior to the expiration of the probationary period.

ARTICLE 49 — EMPLOYEE PERSONNEL FILES

49.01

A) Employees are entitled to read and review their personnel file, and shall be entitled to inspect their performance evaluations, letters of reprimand or discipline. Upon reasonable notice, employees may request copies of any or all such documents. The Employer agrees that no personnel files or documents on employees shall be kept outside the personnel file apart from payroll or health services files.

B) Union Representative or Steward Access

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

C) Confidential Nature of Personnel File

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

49.02 Records Removed

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

The foregoing provision will not apply if further disciplinary action has occurred within the intervening period.

Additionally, the foregoing provision will not apply if the disciplinary actions involve incidents of a similar nature.

ARTICLE 50 — STAFF EVALUATION

50.01

A written performance evaluation of each employee shall be carried out not less than every three (3) years of her employment except for probationary employees as set out in Article 48.

50.02

An employee shall be notified of the time during which the evaluation will be carried out by the Director of Nursing or her designate and the employee will signify her awareness of the evaluation when the written evaluation report is reviewed with her. If any employee disagrees with the evaluation, the employee may object in writing to the evaluation and such objection shall be retained by the Board with the written evaluation.

50.03

Any employee who disputes an adverse written evaluation report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel file with such amendments or deletions, if any, as may be agreed upon or decided in an arbitration award.

ARTICLE 51 — TECHNOLOGICAL CHANGE

51.01 Technological Change means:

- A) the introduction by the Board into work, undertaking, or business, of equipment or material of a different nature or kind than that previously utilized by the Board in the operation of the work, undertaking, or business; and
- B) a change in the manner in which the Board carries on the work, undertaking, or business that is directly related to the introduction of that equipment or material.

51.02

If a technological change is likely to affect the terms and conditions or security of employment of a significant number of bargaining unit employees, such employees affected by the technological change and the Union shall be notified in writing at least one hundred twenty (120) days in advance of the day on which the technological change is to be effected.

51.03

The technological change notice from the Board to affected employees and the Union shall contain the following information:

- A) the nature of such change;
- B) the date on which the Board proposes to effect such change;
- C) the approximate number and type of employees likely to be affected;
- D) the effect that the technological change is likely to have on the terms and conditions and security of employment of the affected employees.

51.04

The parties shall meet to discuss the proposed technological change concerning the affected employees.

51.05

Any dispute arising in relation to adjustment to the technological change which cannot be resolved may be referred to in arbitration pursuant to Article 19 (Arbitration) and the provisions of the Collective Agreement will apply to the greatest extent possible.

ARTICLE 52 — LAYOFF AND RECALL

LAYOFF

52.01

The Board may lay off any employee for budgetary reasons, lack of work, or operational restructuring. In such event, the Board shall provide one (1) month's written notice of layoff to the employee or employees affected and a copy of such notice will be sent to the Union Steward.

52.02

Any employee who is subject to layoff shall have the right to bump into a position in accordance with her seniority provided that she possesses the necessary ability, experience and qualifications to perform the duties of the new position.

52.03

An employee subject to layoff shall not be entitled to bump up or to be assigned to or fill a vacancy for a higher paid position unless agreed to by the parties.

52.04

Despite Article 40 (Seniority) a laid off employee with one (1) year or more continuous service with the Board shall maintain, but not accumulate, seniority for six (6) months after layoff. After six (6) months on layoff, the employee shall be deemed to be terminated.

52.05

Employees with one (1) year or more continuous service who are laid off shall accrue certain medical benefits under the Board's Group Insurance Plan for three (3) months after layoff and may have such benefits maintained during the layoff period for a further three (3) months subject to Article 52.07. The medical benefits referred to in this Article do not include sick leave or Long Term Disability unless the employee is in receipt of either of those benefits at the time of layoff.

52.06

Employees with less than one (1) year continuous service shall not accrue any benefits after layoff.

52.07

The Board shall pay the premiums under the Board's Group Insurance Plan for the medical benefits referred to in Article 52.05 for an employee referred to in that Article for the first three (3) months after layoff and such employee may elect to continue to be insured under the Plan for the said benefits during the balance of the layoff period referred to in Article 52.04 above provided she pays the total applicable premium to the Board at such times as may be required under the Plan. If the employee fails to pay such premiums, her benefits will be terminated without notice.

52.08

Notice of layoff shall not apply where the Board can establish that the layoff results from an Act of God, fire or flood.

RECALL

52.09

Should a vacant position occur during the layoff period referred to in Article 52.04, an eligible employee on layoff referred in Article 52.04 shall be recalled to such vacant position in order of

seniority during the applicable layoff period in Article 52.04 providing she has the capabilities and qualifications to perform the duties of that vacant position.

52.10

The Board shall give seven (7) calendar days written notice of recall to the laid off employee to fill the vacant position and she shall keep the Board advised at all times of her current address. A laid off employee failing to report for work for a position referred to in Article 52.09 within ten (10) calendar days of the receipt of the written notice shall be considered to have abandoned her right to re-employment.

52.11

Any recall shall not result in a promotion unless agreed by the Union and the Board.

52.12

If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 46 (Filling And Posting Vacancies). No new employee or casual employee shall be hired to fill regular positions until those on the layoff list have been given first option of recall.

52.13

An employee recalled to the vacant position shall be considered a qualifying employee pursuant to Article 46.03. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list.

52.14

An employee on the recall list may work on a casual basis if required by the Director of Nursing and in so doing, she shall not be considered to have been recalled to work under Article 52.09.

ARTICLE 53 — NO HARASSMENT

53.01 No Discrimination

The parties subscribe to the principles of the *Canadian Human Rights Act*.

The parties agree that there shall be no discrimination in the employment of any person or the continuance of employment of any person under the terms and conditions of this Agreement by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction of an offence for which a pardon has been granted, provided this provision shall not apply with respect to any refusal, limitation, specification, or preference based on a bona fide occupational requirement.

53.02 No Harassment

- A) The Board and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- B) The Parties agree that substantiated cases of harassment including sexual harassment may be cause for discipline, up to and including dismissal.
- C) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or

individuals by the employees, or the Board, on any of the prohibited ground of discrimination under the *Canadian Human Rights Act*.

- D) Protection against harassment extends to incidents occurring at or away from the work place, during or outside work hours, and includes incidents related to client, patient or visitor contact providing such acts are committed within the course of the employment relationship.

In these situations, the Employer shall ensure the employee is directly supported by the Employer and shall take all actions necessary to ensure the harassment ceases and is dealt with on a priority basis.

53.03 Sexual Harassment

- A) The Union and the Board recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.
- B) Sexual harassment includes but is not limited to:
- i) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - ii) sexual advances with actual or implied work related consequences;
 - iii) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
 - iv) verbal abuse, intimidation, or threats of a sexual nature;
 - v) leering, staring or making sexual gestures;
 - vi) display of pornographic or other sexual materials;
 - vii) offensive pictures, graffiti, cartoons or sayings;
 - viii) unwanted physical contact such as touching, patting, pinching, hugging.
- C) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

53.04 Procedure for Filing Complaints

- A) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Board designate or through the Union to the Board designate.
- B) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Board and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- C) The Board designate shall investigate the allegations within thirty (30) days, and shall notify the Union and the person who the complaint is against of the results of the investigation.
- D) The Board or its representatives involved in the investigation shall make every effort to resolve the complaint. If the complaint is between two or more bargaining unit employees the Union will assist the Board or its investigating representatives in attempting to resolve the matter, if possible.

- E) Both the complainant and the person who the complaint is against shall be entitled to Union representative if they are members of the bargaining unit.

53.05 Complaints Investigation

By mutual agreement between the employee, the Board and the Union, a complaint of harassment under the *Human Rights Act of Canada* may be referred to a Complaints Investigator agreed to by the parties.

When a complaint is received the Complaint Investigator shall,

- i) investigate the complaint;
- ii) determine the nature of the complaint; and
- iii) make written recommendations to resolve the complaint.

53.06 No Discrimination for Union Activity

The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

ARTICLE 54 — NON-DISCRIMINATION

54.01

The Parties agree there shall be no discrimination in the employment of any person or the continuance of employment for any person under the terms and conditions of this Agreement by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or lawful Union activity; provided this provision shall not apply with respect to any refusal, limitation, specification, or preference based on a bona fide occupational requirement.

54.02

Article 54.01 is subject to Article 47 (Hiring Preference), the provisions of which constitute a fair and reasonable hiring practice of the Board.

ARTICLE 55 — OCCUPATIONAL HEALTH AND SAFETY

55.01 Statutory Compliance

The Board and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

55.02 Occupational Health and Safety Committee

- A) The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be comprised of members of the Board and the Union in equal numbers, and with each party appointing its own representatives.

- B) Employees who are members of the Committee shall be granted leave and pay to attend meetings of the joint committee. Employees who are members of the Committee shall participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Committee meetings, workplace inspections, and accident investigations shall be scheduled during normal working hours.
- C) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients, Workplace Hazardous Materials Information System (WHMIS) and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge of and compliance with the Industrial Health and Safety Regulations by all staff.
- D) The Board will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Board will also make readily available information, manuals and procedures for these purposes. The Board will provide appropriate safety clothing and equipment.
- E) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

55.03 Vaccination and Inoculation

- A) The Board agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of available immunization vaccines free of charge to those employees who may be exposed to sources of high risk contagious infection.
- B) An employee may be required by the Board, at the request of and at the expense of the Board, to take a medical examination by a physician of the Board's choice. Employees may be required to take skin tests, x-ray examination, vaccination and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

ARTICLE 56 — CLINIC APPAREL

56.01

Employees working at any time within the health centre in each of the communities in the Nass Valley shall wear laboratory coats or uniforms in order to maintain professional dress standards. Such coats or uniforms shall be supplied by the Board and laundered by the employee at the employee's cost.

ARTICLE 57 — USE OF PERSONAL VEHICLE ON BOARD BUSINESS

57.01

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Board shall receive reimbursement for use of the vehicle at the rate of fifty-two cents (.52¢) per kilometer.

ARTICLE 58 – PENSION PLAN

58.01

All regular employees shall be covered by the provisions of a Nisga'a Valley Health Authority Group Pension Plan as a condition of employment.

58.02

Each year the employee is required to contribute an amount equal to five percent (5%) of her earnings referred to in the Plan. Contributions will be made by payroll deduction.

58.03

The Board will contribute an amount equal to five percent (5%) of an employee's earnings.

ARTICLE 59 — SEVERANCE PAY

59.01

A regular employee leaving the employ of the Board shall be entitled to receive severance allowance pursuant to 59.02 below providing such employee falls within one of the following categories:

- A) An employee with more than ten (10) years continuous service who voluntarily leaves after her 55th birthday.
- B) An employee with more than ten (10) years continuous service, whose services are no longer required by the Board because of closure of all or part of the Board's operations or job redundancy except for employees who are dismissed for cause or who are on long term disability plan, at the time of such closure or job redundancy.

59.02

An eligible employee as defined in Article 59.01, shall be paid one (1) week's wages at her straight time rate, for every two (2) years of service to a maximum of twenty (20) weeks wages.

ARTICLE 60 — HEALTH CARE PLANS

- A) The following benefits are available to regular employees pursuant to the terms and conditions of the Boards Group Insurance Plan (the "Plan") with the Board for the duration of this Collective Agreement subject to any amendments or changes which may be agreed by the Union and the Board.
- B) For the purposes of this Article:
 - "*regular employees*" are those Employees who are regularly scheduled and work an average, over a four (4) month period, twenty (20) or more hours per week.

“eligible dependents” include:

- i) your legal or common-law spouse (a person with whom you have been living for at least one year, and who is publicly represented as your spouse); and
 - ii) your unmarried children who are financially dependent on you, who are under age 21, or age 25 if full-time students at a recognized college or university. Group health benefits may be continued for a developmentally or physically disabled dependent child provided that you submit satisfactory proof to the Plan of the child’s disability within 31 days of the limiting ages, and as required thereafter.
- C) Membership in the Plan is a condition of employment for all eligible regular employees.
- D) The following benefits, except for the Medical Services Plan of BC, will be available pursuant to the terms and conditions of the Plan to regular employees and their eligible dependents, as above defined, immediately after the first three (3) months of continuous employment of each of them and until the termination of such employment.
- E) The Medical Services Plan of British Columbia will be available to regular employees as set out in Article 61.01.
- F) The benefits and the terms and conditions of such benefits are summarized in the Nisga’a Valley Health Authority Group Insurance Plan Pamphlet, a copy of which shall be delivered to each regular employer as defined above.

60.01 Medical Coverage

- A) Regular employees and their eligible dependents shall be covered by the Medical Services Plan of BC, or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred per cent (100%) of the premium.
- B) The medical plan becomes effective the first day of the month following date of the three (3) month probationary period, provided the application is received by MSP within sixty (60) days of the requested effective date.

60.02 Extended Health Coverage

The employer shall pay one hundred per cent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents under the Plan which is mutually acceptable to the Union and the Employer. The Plan benefits and the terms and conditions of such benefits are set out in the above-mentioned Nisga’a Valley Health Authority Benefits Plan Pamphlet.

60.03 Dental Coverage

The Employer shall pay all monthly premiums for regular employees and their eligible dependents for a dental plan covering one hundred per cent (100%) of the cost of the basic plan, and sixty per cent (60%) of the extended plan and sixty per cent (60%) of the orthodontic plan. Such dental coverage shall be available pursuant to the terms and conditions of the Plan.

60.04 Long Term Disability Insurance Plan

The Employer will pay all monthly premiums for a Long Term Disability plan which is available to regular employees pursuant to the terms and conditions of the Plan.

60.05 Group Life Insurance Plan

The Employer shall provide a group life insurance plan in accordance with the terms and conditions of the Plan. The Plan under its terms provides basic life insurance in the amount of three hundred per cent (300%) of annual earnings rounded to the next higher one thousand dollars (\$1,000.00) to a maximum of three hundred thousand dollars (\$300,000.00) and standard twenty four (24) hours accidental death and dismemberment insurance. The Employer shall pay the premiums for the Group Life Insurance Plan.

ARTICLE 61 — WAGES ADMINISTRATION

61.01

The wages payable to employees under this Agreement are set out in the attached Schedule 3.

61.02

The pay period for employees shall be every two (2) weeks.

61.03

Payment of wages shall be by cheque bank deposit paid into the employee's bank.

61.04

Employees who are consistently late reporting to work or who are absent without legitimate excuse or authorization, may have their pay deducted for such time on a pro-rated basis.

61.05 Statement of Wages

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

- A) the hours worked by the employee;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) the amount received by the employee;
- G) sick leave credits used within the pay period, and the ongoing balance of sick leave in the employee's bank;
- H) special leave hours used within the pay period, the year, and the ongoing balance of special leave hours in the employee's bank;

- I) vacation hours taken within the pay period, the year, and the ongoing balance of vacation hours in the employee's bank.

The statement shall be written in such a way that provides a clear understanding of what is contained on the statement of wages. A legend shall be provided on the statement of wages for clarity, as required.

ARTICLE 62 — DURATION AND TERMINATION OF AGREEMENT

62.01

This Agreement shall be in effect from April 1, 2010 to March 31, 2013 and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement, within three (3) months immediately preceding the expiry of this Collective Agreement, or immediately preceding the anniversary date in any year thereafter, to give written notice to the other party to commence collective bargaining with a view to the conclusion of a new Collective Agreement.

62.02

Should either party give written notice by registered mail or fax to the other party, or should such notice be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and legal strike has commenced, or the Employer gives notice of lockout and a legal lockout has commenced, or the parties conclude a renewal or revision of the Agreement or a new Agreement.

ARTICLE 63 – POWER OUTAGES

Whenever an employee's work cannot be reasonably carried out during their regular working hours by reason of power outage, the Employer shall either provide temporary heat and light arrangements or allow the employee leave of absence without loss of pay and benefits during the duration of the power outage. This Article shall not apply if the employee fails or refuses to report for work unless advised by the immediate supervisor or his/her designate not to report for work.

APPENDIX A

WAGE SCALE

NURSE T'SAPHL LISIMS

Note 1 Nurse T'saphl Lisims includes:

Treatment room community health, public health and home care nurses.

GENERAL DUTY NURSE (NURSE T'SAPHL LISIMS)

April 1, 2010 (after 3%)

First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
\$29.89	\$31.03	\$32.18	\$33.33	\$34.49	\$35.64	\$36.80	\$37.88	\$39.24

April 1, 2011 (after 3%)

First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
\$30.79	\$31.96	\$33.15	\$34.33	\$35.52	\$36.71	\$37.91	\$39.02	\$40.42

November 7, 2011 (after \$1.20 added)

First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
\$31.99	\$33.16	\$34.35	\$35.53	\$36.72	\$37.91	\$39.11	\$40.22	\$41.62

CHARGE NURSE / SENIOR NURSE

April 1, 2010 (after 3%)

First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
\$35.54	\$36.17	\$36.97	\$37.91	\$39.05	\$39.97	\$41.13	\$42.23	\$43.56

April 1, 2011(after 3%)

First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
\$36.60	\$37.26	\$38.08	\$39.05	\$40.22	\$41.17	\$42.36	\$43.50	\$44.87

NURSE IN-CHARGE RELIEF

In order to recognize the role of the General Duty Nurse relieving the Nurse-In-Charge, the Employer will provide an allowance to all Registered Nurses working in this capacity in the amount of \$2.50 three dollars and fifty cents (\$3.50) per hour. The Employer shall designate a Relief Nurse In-Charge whenever the regularly assigned Nurse-In-Charge is not working such that there is always a Nurse In Charge at each clinic.

There shall be a wage increase April 1, 2012 equal to the 2012 increase in the Provincial Collective Agreement between the Nurses' Bargaining Association and the Health Employer's Association of B.C.

APPENDIX B
INFORMATION
PROFESSIONAL STANDARDS and CODE OF ETHICS
FOR REGISTERED NURSES

THE FOLLOWING HAS BEEN APPENDED TO THE COLLECTIVE AGREEMENT FOR INFORMATION PURPOSES

Nurses are expected to maintain a professional standard which includes declining work when that work would compromise the employee's fitness to practice. This is consistent with the College of Registered Nurses of British Columbia Professional Standards and the Canadian Nurses Association Code of Ethics. Excerpts are provided below:

CRNBC STANDARD 6

SELF-REGULATION:

Assumes primary responsibility for maintaining competence and fitness to practice.

CLINICAL PRACTICE:

- 1. Maintains current registration.*
- 2. Practices within own level of competence.*
- 3. Meets the requirements of continuing competence, *including investing own time, effort or other resources to meet identified learning goals.*
- 4. Maintains own physical, psychological, and emotional fitness to practice.
includes a combination of practice hours and personal practice review requirements.

CODE OF ETHICS

G. Being Accountable

Nurses are accountable for their actions and answerable for their practice.

#4 Nurses maintain their fitness to practice. *If they are aware that they do not have the necessary physical, mental or emotional capacity to practice safely and competently, they withdraw from the provision of care after consulting with their employer or, if they are self-employed, arranging that someone else attend to their client's health-care needs. Nurses then take the necessary steps to regain their fitness to practice.*

LETTER OF UNDERSTANDING NO. 1

DIRECTOR OF NURSING AND BARGAINING UNIT WORK

It is understood and agreed that the Director of Nursing, in addition to her managerial duties, has in the past on occasions carried out the following nursing duties and may continue to do so on the following terms:

- Standby Availability (one (1) in five (5) weeks)
- Emergency
- Clinical and Community Health, vacation relief, and sickness and leave of absence relief, where no nurse is available, (not exceeding thirty (30) days in any calendar year, without the consent of the Union.)

The Director of Nursing is entitled to continue to carry out her above duties which are similar to the duties carried out by the Employer's nursing staff who are in the bargaining unit.

LETTER OF UNDERSTANDING NO. 2

Multi-Level Care Facility

Whereas the Employer has informed the Union that it is actively pursuing a Memorandum of Understanding with the provincial Ministry of Health concerning the possibility of the construction and operation of the above facility at New Aiyansh:

- A) **It is Understood and Agreed** that if such Memorandum of Understanding is reached concerning the construction and operation of the above facility which may involve shift work and part time nursing staff, the Employer and the Union will meet for the purpose of negotiating an agreement concerning the terms and conditions of the employment of such staff.

LETTER OF UNDERSTANDING NO. 3

It is understood and agreed that the hiring preference provision in Article 46.02 does not apply to regular employees on staff as at the date of the ratification of this Agreement.

LETTER OF UNDERSTANDING NO. 4

Recruitment and Retention Allowances

RECRUITMENT

- A) In an effort to resolve recruitment problems, the Employer will provide an allowance to all regular nurses covered by this collective agreement.
- B) Only full-time and part-time RN's hired for a term of twelve (12) months or more are eligible for this allowance.

Recruitment	Allowance
In the month of hiring: \$2,000.00	At the end of the twelve (12) months after hiring: \$2,000.00

- C) Employees can only become eligible for the second payment of this allowance after they have received an average of ten (10) days' pay per calendar month for twelve (12) calendar months continuous or discontinuous.
- D) The Recruitment Allowance specified above does not form part of an employee's salary.
- E) Employees whose employment ends prior to the end of the twelve (12) months period mentioned in (B) above shall not be entitled to the second payment of this allowance.
- F) An employee may not receive this allowance and the Retention Allowance in the same twelve (12) month period.
- G) This allowance can only be paid once during an employee's total period of employment with the Nisga'a Valley Health Authority.

RETENTION

- A) In an effort to resolve retention problems, and retroactive to April 1, 2007, the Employer will provide an allowance to all employees.

Retention
Annual amount: \$2,000.00

- B) Employees can only become eligible for this allowance after they have received ten (10) days' pay per calendar month for twelve (12) months continuous or discontinuous.
- C) Payment for part-time and casual employees shall be prorated on the nineteen hundred and fifty (1950) hours in a work year and based on straight-time hours paid.

D) An employee may not receive this allowance and the recruitment allowance during the same twelve (12) month period.

The Letter of Understanding will be reviewed by the Parties at the end of each collective agreement term; at that time, either Party may give thirty (30) days notice to delete this Letter of Understanding.

LETTER OF UNDERSTANDING NO. 5
NEW GRADUATE MENTORSHIP PROGRAM

WHEREAS the parties seek to:

- i) Retain graduates of local nursing programs following completion of their studies by providing job opportunities for paid work experience;
- ii) Consolidate students' knowledge and skills so they are 'job ready' as new graduates;
- iii) Understand the feasibility, effectiveness and outcomes of such a process;
- iv) Facilitate the above points in a safe environment;

AND WHEREAS the Health Professions Act, RSBC 1996, c. 183 and the College of Registered Nurses of British Columbia Bylaws and Policies have been revised to provide for the employment of Undergraduate Nurses in health care facilities;

NOW THEREFORE, the parties agree:

1. Priority for the program will be given to Undergraduate Nurses who are residents of British Columbia.
2. Undergraduate Nurses will be hired and utilized in a manner consistent with the College of Registered Nurses Rules and Registration Program Policies, the Standards for Nursing Practice in British Columbia and this Letter of Understanding.
3. Under the direction of a Nursing Unit Manager or designate, Undergraduate Nurses will provide direct nursing care to both stable and unstable patients/clients/residents, commensurate with their level of education and training.
4. Undergraduate Nurses will be considered casual employees and governed by Articles 12, 40, and 48 except as modified, or specified otherwise, below:

12.04 (A) Definition:

An Undergraduate Nurse is a person engaged in the practice of nursing for the purpose of working as a nursing student in a health care facility during or between terms of the Nursing Education Program, in accordance with the College of Registered Nurses Rules and Registration Program Policies.

12.04 (D) Procedure for Casual Call-In

Does not apply.

12.04 (C) Appointment and Utilization

- (1) The Employer will provide the Undergraduate Nurse with a letter of appointment immediately following recruitment, clearly stating their classification, wage level, worksite, and the clinic/program where they will be assigned.
- (2) The Employer will provide the Undergraduate Nurse with a work schedule. The work schedule will be determined by the Employer, after consultation with the

Undergraduate Nurse regarding her education program. The establishment and potential variance of the work schedules is not subject to Articles 20 and 46.

- (3) Undergraduate Nurses will be scheduled as supernumerary to the existing staffing complement for the clinic/program in order to facilitate a safe work experience.
- (4) The Employer will provide Undergraduate Nurses with orientation to the clinic/program to which they are assigned.
- (5) At the beginning of the annual commencement of the program, the designated BCNU Representative will receive a list of the Undergraduate Nurses, indicating the Undergraduate Nurse's name, the clinic/program where assigned and the Manager's name.

12.04 (E) Wage Entitlement

The hourly rate of pay for Undergraduate Nurses will be:

- (1) Effective April 1, 2007 - \$22.33
- (2) Effective April 1, 2008 - \$23.11
- (3) Effective April 1, 2009 - \$24.08

12.04 (F) Benefit Entitlement

(1) Grievance and Arbitration

Where a difference arises between the parties relating to the interpretation, application, operation, or alleged violation of the Letter of Understanding during the term of this Letter of Understanding, the parties shall meet within fourteen (14) days and attempt to resolve the difference. Failing resolution, such difference shall be referred to an expedited arbitration to be held within thirty (30) days as per Article 19.08 of the Collective Agreement.

(2) Vacation Pay and Paid Holidays

Undergraduate Nurses shall receive eight percent (8%) of their straight time pay, exclusive of all premiums, if any, in lieu of scheduled vacations and paid holidays.

(3) Other Benefits

Undergraduate Nurses shall be paid any earned shift premium, overtime (as per Article 21) and premium pay for work on a paid holiday.

(4) Health and Welfare Coverage

No change.

Article 40 Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent nineteen hundred and fifty-seven point five (1957.5) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with the above paragraph.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee

during the twelve (12) months preceding the date of illness or accident calculated as follows:

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

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

Undergraduate Nurses cannot use their seniority to bid into, or otherwise access, positions in the bargaining unit.

Notwithstanding the above, within twelve (12) months of graduation they may use their seniority to post on Registered Nurse positions in the bargaining unit with the Nisga'a Valley Health Authority.

Should an Undergraduate Nurse, subsequent to graduation, be successful in securing a position as a Registered Nurse with the Nisga'a Valley Health Authority within twelve (12) months of graduation, the seniority accrued as an Undergraduate Nurse shall be recognized.

Article 48 Probationary Period

The probationary period for newly hired Undergraduate Nurses shall be four hundred and sixty-eight (468) hours worked.

5. The utilization of Undergraduate Nurses will not result in the reclassification of existing Registered Nurses or in the payment of additional premiums (i.e. charge rate) to those Registered Nurses.
6. The parties agree to create an undergraduate group with four (4) members composed of equal representation from the parties. This group shall meet on a regular and ongoing basis to discuss issues of concern regarding the ongoing implementation and management of this agreement.
7. The Employer will provide an in-service on the term of the MOA for staff and managers new to the program. The BCNU local representative will be invited to attend the sessions.
8. Participation by BCNU members in the program shall be strictly voluntary.

9. The provisions of this Letter of Understanding may be changed or varied with sixty (60) days notice by mutual consent of the parties.
10. Upon sixty (60) days notice, this Letter of Understanding may be cancelled by either party.

(Original signed by Orest Wakaruk)
On behalf of Nisga'a Valley Health Authority

(Original signed by Gayle Duteil)
On behalf of BCNU

(Signed on June 22, 2007)
Date

SCHEDULE 1

DUES AND DEDUCTIONS

Dues and deductions **should be deducted** on the following:

1. straight time pay worked
2. straight time pay but not worked which includes:
 - a. vacation
 - b. statutory or paid holidays
 - c. sick leave
 - d. compassionate leave
 - e. special leave
 - f. education leave
 - g. rest periods
 - h. court duty pay
 - i. professional leave

Dues should **not** be deducted from the following:

1.
 - a. overtime
 - b. statutory holiday premiums
 - c. call back/call in
 - d. shift premium
 - e. weekend premium
 - f. on-call differential
 - g. isolation allowance
 - h. clothing allowance
 - i. relief in a higher rated position
 - j. special allowance
 - k. qualification differential
 - l. other miscellaneous: vehicle allowance, relocation expenses, etc.
2.
 - a. severance allowance
 - b. pay-out of sick leave
 - c. long term disability
 - d. WCB

MEMORANDUM OF AGREEMENT

ISOLATION PAY

The parties agree there shall be no isolation pay premium from the date of ratification. The isolation premium shall be converted to one dollar and twenty cents (\$1.20) per hour paid on all hourly wages paid in addition to subsequently negotiated increases to the base rate, effective date of ratification.

Signed by the Employer	Signed by BCNU
Dated:	Dated:

FINAL SIGNATURE PAGE FOR AGREEMENT – SIGNED ON BEHALF OF:

Signed by the Employer	Signed by BCNU
Dated:	Dated:

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