

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTH OKANAGAN HOSPICE  
SOCIETY**

**AND**

**THE BRITISH COLUMBIA NURSES'  
UNION**

**JUNE 3, 2015 – JUNE 2, 2020**



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## **ARTICLE 1 – PREAMBLE AND DEFINITIONS**

### **1.01 Preamble**

North Okanagan Hospice Society and the British Columbia Nurses' Union agree to abide by the terms and conditions set out in this Collective Agreement.

### **1.02 Definitions**

**UNION** means British Columbia Nurses' Union (BCNU).

**CALENDER DAY** means a twenty-four (24) hour period ending at midnight.

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

**CERTIFICATION** means the certification awarded by the Labour Relations Board of British Columbia to the British Columbia Nurses' Union (BCNU).

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

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

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

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

**EMPLOYER** means the North Okanagan Hospice Society.

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

**HEAD OFFICE** means the head office of the British Columbia Nurses' Union.

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

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

**SCHEDULED DAY OFF** means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

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

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

**WEEK** Sunday to Saturday.

## **ARTICLE 2 – PURPOSE OF AGREEMENT**

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

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 General Rights**

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

### **3.02 Employer Policies**

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

## **ARTICLE 4 – UNION RECOGNITION**

### **4.01 Union Recognition**

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

### **4.02 Scope of Agreement**

- A) This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.
- B) The following are excluded from the bargaining unit:
  - Executive Director
  - Care Team Leader
  - Client Support Services Manager (*was Volunteer Coordinator excluded in prior bargaining*)
  - Learning and Effectiveness Leader
  - Financial Officer
  - Administrative Coordinator
  - Financial Assistant

## **ARTICLE 5 – UNION SECURITY**

### **5.01 Security**

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

### **5.02 Union Deductions**

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



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

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

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

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee by February 28, of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages based on straight time pay and otherwise as instructed by the Union.

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

### **6.01 Individual Agreement**

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

### **6.02 Contracting Out**

The Employer agrees not to contract out work presently performed by the bargaining unit to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

### **6.03 Employer's Business**

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

### **6.04 Stewards**

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

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

A maximum of four (4) employees shall be recognized as Stewards. There shall be no more than two (2) Stewards at any given time acting in accordance with Article 6.04.

#### **B) Notification of Change of Stewards**

The Union shall supply the Employer with a list of the names of the Stewards and shall advise the Employer of changes to that list, in a timely manner, and wherever possible, within two (2) weeks of the change. Such changes shall be made in writing.

#### **C) Duties and Responsibilities**

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

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

**D) Conditions Governing Stewards**

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

- i) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- ii) make every endeavour to complete their business in as short a time as possible, and
- iii) advise their supervisor of their return to the work area.
- iv) does not apply where a Steward is not able to work all or part of a scheduled shift at the Union's request, or as a result of a Union subpoena, or to attend a third party hearing such as a Troubleshooter or Arbitration, or other proceeding pursuant to the collective agreement or the Labour Relations Code of British Columbia.

Stewards shall not interrupt the normal operations of the worksite.

\* Note: See attached Letter of Understanding # 1

**6.05 Union Representative Visits**

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business on steward visits when off shift.

Such visits shall not interfere with the normal operations of the worksite. Reasonable accommodation will be made to allow the President of the Union to have access to union members to conduct union business.

**6.06 Personnel File**

**A) Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports.

The employee will be provided with a private area in which to review their personnel file on site and may review their personnel file during their normal working hours as long as this does not interfere with the normal operation of the workplace.

Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees that can be relied on in a disciplinary hearing shall be kept outside of the personnel file, apart from payroll or health services files.

**B) Union Representative or Steward Access**

A Union representative or Steward shall, upon written authority of the employee, be entitled to read

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

The review of the personnel file on site may occur during the Steward's normal working hours as long as this does not interfere with the normal operation of the workplace. The Union representative or Steward will be provided with a private area in which to review the personnel file.

**C) Confidential Nature of Personnel File**

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

**6.07 Copies of the Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and 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 printing of the agreements shall be paid for by the Union. The Union will supply the Employer with an electronic version in MS Word.

**6.08 New Employees**

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Collective Agreement and the names of the Stewards.

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

**6.09 List of New and Terminating Employees**

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

**6.10 Bulletin Boards**

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

**ARTICLE 7 – STRIKES OR LOCK-OUTS**

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

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

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

### **8.01 Composition of Committee**

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

### **8.02 Chair**

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

### **8.03 Meetings**

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

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

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe health care to clients.

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

The Committee may 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 to alter the terms and conditions contained in this Collective Agreement without the involvement of the Labour Relations Officer and with the written authorization of the Union.

## **ARTICLE 9 – GRIEVANCES**

### **9.01 Discussion of Differences**

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

### **9.02 Grievance Procedure**

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

#### **Step 1**

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

#### **Step 2**

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

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

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

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

### **Step 3**

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

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

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or arbitration within ninety (90) days after the Employer's decision has been received.

### **Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Colin Taylor or a substitute agreed to by the parties, shall at the request of either party:

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

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

### **9.03 Amending Time Limits**

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

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

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

#### **Step 1**

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

## **Step 2**

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

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

## **ARTICLE 10 – ARBITRATION**

### **10.01 Authority of the Single Arbitrator**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 - Grievances to a single arbitrator, who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The decision of the single Arbitrator shall be final and binding upon the Parties.

### **10.02 Notification**

- A) The party requesting arbitration shall notify the other party in writing of its intent to arbitrate and of its proposed Arbitrator. The recipient of this notice shall, within ten (10) calendar days, notify the other party in writing of its proposed arbitrator.
- B) If the Employer and the Union fail to agree upon an arbitrator within a further ten (10) day period, either party may request the Director, Collective Agreement Arbitration Bureau to make the appointment.

### **10.03 Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by the Employer if called on a scheduled shift. The employee may be required to complete his/her shift, at the Employer's discretion.

### **10.04 Expenses of the Arbitrator**

The expenses of arbitrator shall be shared equally between the parties.

### **10.05 Waiver of Time Limits**

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

### **10.06 Expedited Arbitration**

- A) All grievances shall be considered suitable for expedited arbitration except grievances relating to:
  - i) Dismissals
  - ii) suspensions in excess of five (5) days

By mutual agreement between the Union and Employer, a grievance falling into one of the above two categories may be placed into the expedited arbitration process.

- B) As the process is intended to be informal, the parties will not use lawyers to present their case.
- C) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- D) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (E).
- E) The decision of the arbitrator is to be completed within three (3) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.
- F) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- G) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- H) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within 5 (five) days of receipt of the Union's summary.
- I) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- J) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be: Colin Taylor, Judi Korbin, Joan Gordon or mutually agreed alternate.

## **ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

For the purpose of this Article “regularly scheduled” means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 22.03 – Posting of Work Schedules)

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

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

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

### **11.02 Regular Employees**

Regular employees are those who are regularly scheduled to work.

### **11.03 Casual Employees**

#### **A) Definition**

Casual employees are those who are not regularly scheduled to work.

#### **B) Off Duty Rights**

When calls are made by the Employer for casual employees to report to work, the acceptance of such

work shall be at the employee's discretion.

C) The Employer shall offer work in consideration of seniority and training/orientation.

**D) Call-in Procedure**

- i) Subject to 11.03 (C), the Employer shall offer casual work to available casual employees in order of seniority on a shift by shift basis.
- ii) Notwithstanding (i) above, where the Employer has received twenty-four (24) hours or less notice, the first shift of the vacancy may be filled as the Employer deems most efficient. The date and time of the notification shall be recorded in the log book.
- iii) The Employer shall call by telephone casual employees at the number provided by the employee.
- iv) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation for work or fails to answer the telephone. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
- v) Casual employees who do not work one (1) shift in a three (3) month period shall be terminated, unless the employee has notified the Employer in writing that they will be unavailable.

**ARTICLE 12 – SENIORITY**

**12.01 Definition**

Seniority is based on total straight time hours worked. A regular employee who terminates his/her employment and is rehired as a casual employee within thirty (30) calendar days shall retain his/her seniority accrued as a regular employee.

**12.02 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to pregnancy and/or parental leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) absence for non-WorkSafe BC covered medical reasons with provision of satisfactory medical documentation, for up to twenty-four (24) months.

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



### **12.03 Employment in Excluded Positions**

- A) An employee accepting a position of a continuous nature which is outside of his/her bargaining unit, shall retain his/her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- B) An employee temporarily substituting in an excluded position shall continue to accumulate her seniority.

### **12.04 Seniority Lists**

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

The seniority list shall contain the following information:

- i) name;
  - ii) status (regular full-time, regular part-time, casual);
  - iii) wage schedule classification;
  - iv) start date;
  - v) total hours for casuals;
  - vi) job titles;
  - vii) Social Insurance Number (subject to (B) below).
- B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number. It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

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

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

## **ARTICLE 13 – PROBATIONARY PERIOD**

- A) All employees shall be probationary during their first four hundred and sixty-eight (468) hours straight time worked or three (3) months, whichever is greater.
- B) With written notice to the Union, the probationary period may be extended.
- C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

## **ARTICLE 14 – TERMINATION OF EMPLOYMENT**

### **14.01 Employee Termination**

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

authority to accept such written notice.

- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 33 - Vacation.
- C) Provided that twenty-eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

#### **14.02 Waiver of Notice**

The Employer may waive the written notice as set forth in Article 14.01.

#### **14.03 Notice – Penalty**

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

#### **14.04 Employer Terminations**

- A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 - Resolution of Employee Dismissal or Suspension Disputes.)
- B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 - Grievances and Article 10 – Arbitration.)

### **ARTICLE 15 – EMPLOYEE EVALUATION**

#### **15.01 Evaluations**

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

#### **15.02 Employee Rights**

- A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- B) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

#### **15.03 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 twenty-four (24) months after the date of the incident. Record of suspensions will remain on file for a period of twenty-four (24) months following the expiry of suspension.

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

## **ARTICLE 16 – VACANCY POSTINGS**

### **16.01 Postings**

- A) The Employer shall post notice of all bargaining unit employee vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
- B) The Employer agrees to post and email notices to staff internally, to Hospice email address or alternate, at staff request at least seven (7) calendar days in advance of selection.

### **16.02 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the employee and the Employer mutually agree to extend this time limit, and with notification to the Steward.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months, unless the employee and the Employer mutually agree to extend this time limit, and with notification to the Steward.
- C) A regular employee who is assigned to, or on his/her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

### **16.03 Posting of Successful Candidate**

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

## **ARTICLE 17 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS**

### **17.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, he/she shall be given, upon request, an explanation as to why his/her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.03. The Employer shall provide such reasons within a further fourteen (14) calendar days.

### **17.02 Filling Vacancies**

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

### **17.03 Qualifying Period**

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

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

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

### **17.04 Orientation and Training**

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

Orientation shall include:

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

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

### **17.05 Returning to Formerly Held Position**

An employee who returns to their formerly held position as per Article 17.03 shall be paid at their former rate of pay.

### **17.06 Salary on Promotion**

Employees promoted to a higher classification will be paid the rate of pay for the higher classification.

### **17.07 Temporary Assignment to a Lower Rated Position**

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

## **ARTICLE 18 – LAY-OFF & RECALL**

### **18.01 Displaced Employees**

In the event of a reduction in the work force, regular employees shall be laid off by classification in reverse order of seniority.

#### **A) Notice to the Union**

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union Steward.

#### **B) Access to Casual Work**

A laid-off employee may have access to casual work without affecting his/her status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees.

### **18.02 Advance Notice**

Regular employees who have completed one (1) year of service shall be given four (4) weeks' notice or pay in lieu of notice.

### **18.03 Recall**

- A) Employees shall be recalled to their former position in order of seniority.
- B) The Employer shall give seven (7) calendar days' notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.

Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 16.01. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 17.03 and shall be entitled to orientation as specified in Article 17.04. If the employee is found to be unsatisfactory in the qualifying period, he/she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

### **18.04 Recall Period**

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

### **18.05 Leaves of Absence**

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

## **ARTICLE 19 – TECHNOLOGICAL CHANGE, AUTOMATION**

### **19.01 Technological Policy**

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

### **19.02 Technological Displacement**

#### **A) Employee Notified**

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

#### **B) Union Notified**

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

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

### **19.03 Wages on Reassignment**

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

### **19.04 Lay-Off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 18 – Lay-Off and Recall.

## **ARTICLE 20 – CHANGE OF POSITION OR CREATION OF NEW POSITION**

### **20.01**

If the Employer makes a significant change to the content of a job, or the employee feels there has been a significant change to the content of the job, or the Employer creates a new job, the Employer shall provide the Union with a job description and wage rate established by the Employer.

### **20.02**

If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer, the salary will be considered as established.

### **20.03**

If the Union objects to the salary, the parties will meet to reach agreement on a new salary. Should the parties not reach agreement within a further twenty-eight (28) calendar days of notice from the Employer, then the matter may be referred to expedited arbitration pursuant to Article 10.05 for final and binding resolution. Any new salary established by agreement or arbitration shall be retroactive to the employee's date of appointment to the new position or retroactive to the date of significant change in the job content by the Employer.

## **ARTICLE 21 – JOB DESCRIPTIONS**

The Employer shall prepare job descriptions for all classifications covered by the collective agreement. Job descriptions should contain the job title, title of the immediate supervisor, wage level of the job, a summary statement of the job, a list of duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions.

## **ARTICLE 22 – WORK SCHEDULES**

### **22.01 Master Work Schedule**

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

### **22.02 Determination of Work Schedules**

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

### **22.03 Posting of Work Schedules**

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of four (4) weeks.

### **22.04 Voluntary Shift Exchange**

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

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

### **22.05 Leave of Absence Refused**

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments. (Article 31 – Compassionate Leave and Article 32 – Sick Leave, do not apply.)

## **ARTICLE 23 – HOURS OF WORK, MEAL PERIODS, REST PERIODS**

### **23.01 Hours of Work**

There shall be an average of forty (40) hours per week, inclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of forty (40) hours per week, inclusive of meal periods. The normal daily full shift hours shall be eight (8) hours.

### **23.02 Consecutive Hours of Work**

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

### **23.03 Meal Periods**

Employees who work more than five (5) consecutive hours shall be given an unpaid meal break of thirty (30) minutes. Employees who are designated to work through their meal period will be paid straight time for the meal period.

### **23.04 Rest Periods**

The current practice of taking breaks will continue.

### **23.05 On-Call Time**

Hours of work shall not include on-call time.

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

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

## **ARTICLE 24 SHIFT PREMIUM**

### **24.01 Application**

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

### **24.02 Shift Premium**

Evening shift premium shall be fifty cents (\$.50) per hour.

Night shift premium shall be fifty cents (\$.50) per hour.

Weekend shift premium shall be fifty cents (\$.50) per hour.

## **ARTICLE 25 OVERTIME**

Employees shall have the right to decline overtime. Employees shall be paid overtime at time and one-half (1.5x) for hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a week. Employees may bank overtime up to thirty (30) hours per year. Banked overtime shall be taken at a time agreed to by the supervisor and the employee. Unused banked overtime shall be paid out on December 31<sup>st</sup> of each calendar year.

## **ARTICLE 26 –NO DISCRIMINATION, BULLYING OR HARASSMENT**

### **26.01 Statement**

- A) The Employer and the Union are committed to a workplace environment free of harassment, bullying and discrimination and subscribe to the principles of the *Human Rights Code* of British Columbia and WorkSafeBC's requirements.
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on the basis of sexual orientation.

### **26.02 No Discrimination, Harassment, Bullying or Sexual Harassment**

The Employer and the Union agree that there shall be no discrimination, harassment, bullying or sexual harassment. For clarity:

- A) Discrimination is conduct or comments that a person knew or reasonably ought to have known would be unwelcome and which are based on race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sexual orientation or age.
- B) Harassment and/or bullying is a course of comment or conduct known, or reasonably ought to be known, to cause an employee to be humiliated or intimidated. Bullying usually involves repeated incidents or a pattern or behaviour intended to intimidate, offend, degrade or humiliate a particular person or group of people. Bullying can, but does not always, involve an abuse of power.
- C) Harassment/Bullying does not include work related decisions or actions taken by a supervisor or management including: decisions about job duties, workloads, transfers, layoffs, restructuring, work instructions, feedback and work evaluations, performance management, disciplinary or other forms of corrective action.



- D) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee or might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on employment related opportunities.

### **26.03 Complaint Investigation and Resolution Procedure**

- A) Employees who believe they have been subjected to harassment/bullying, sexual harassment or discrimination and who wish to make a formal complaint are to submit a written complaint to the Care Team Leader or Client Support Services Manager. Where the complaint is against the Care Team Leader or Client Support Services Manager, the written complaint is to be submitted to the Executive Director. Where the complaint is against the Executive Director, the written Complaint is to be submitted to the Chair of the Board of Directors.

Written complaint details are recommended to include: the identification of the alleged offender, a description of the offense(s), providing date(s) and time(s) of the offense(s) and the names of any people who may have witnessed the incident(s). If the employee has been keeping records or has relevant information, provide that information with the written complaint.

- B) The employee who the complaint is against (the respondent) has the right to know and respond to all allegations and may attend, participate in, and be represented at any hearing of the complaint.
- C) Where either or both of the complainant or respondent are in the bargaining unit, the Employer will provide a copy of the complaint to the Union Representative and the bargaining unit complainant/respondent will be appointed Union representation. A single shop steward will not represent both employees.
- D) The Employer will investigate the complaint and will notify the Union of its findings and recommendations for resolution (“Employer’s Recommendations”).
- E) If the Union and Employer are not able to agree to the Employer’s recommendations for resolution, the Union may within fourteen (14) calendar days of receiving the Employer’s Recommendations, refer the matter to a mutually agreed upon third party with the costs of same borne equally by the parties. The third party will work with the parties to achieve a mutually acceptable resolution (the “Mediation”). If this is not achieved, the third party will within thirty (30) calendar days of ending Mediation:
1. Investigate the complaint;
  2. Determine the nature of the complaint; and
  3. Make binding written recommendations to resolve the complaint.
- F) Complaints of a frivolous nature and/or complaints of retaliation or breaches of confidentiality will be dealt with in the same manner as a complaint under this Article.
- G) All parties and individuals involved/affected will hold all information in strict confidence.

### **26.04 Relationship to Grievance/Arbitration Procedure**

Complaints of harassment/bullying, sexual harassment or discrimination will be processed through this Article and will not form the basis of a grievance. Disciplinary or other corrective/remedial action resulting from the application of this Article will not form the basis of a grievance.

## **ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board - WorkSafe BC, providing the address, phone number, and website for the Workers' Compensation Board - WorkSafe BC.

### **27.01 Joint Occupational Health and Safety Committee**

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

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

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded electronically and all staff, including stewards will have electronic access to the minutes. The minutes will also be sent electronically to the Union office at [ohsreports@bcnu.org](mailto:ohsreports@bcnu.org) in a mutually agreeable format.

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

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfill those duties competently. Such training and orientation shall take place within six (6) months of taking office.

### **27.02 Safe Workplace**

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

### **27.03 Transfer of Pregnant Employees**

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

### **27.04 Provision for Immunizations**

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

### **27.05 Workload**

An employee who believes that her workload is unsafe shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure.

If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:

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

### **27.06 Mandatory First Aid Training for RCAs**

First Aid training is mandatory for all RCAs whether regular or casual. The Employer will pay for the cost of the first aid course as well as wages at a regular straight time rate for the day of training.

### **27.07 Mandatory Training – Emergency Preparedness and Equipment**

Emergency Preparedness and Equipment Training is mandatory for all employees. The Employer will offer this training on a group basis three (3) times per year and will pay wages for attendance at training at a regular straight time rate.

## **ARTICLE 28 – LEAVE – ELECTIONS**

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

## **ARTICLE 29 – LEAVE – GENERAL**

### **29.01 Application**

- A) Employees on approved paid leaves of absence and those on unpaid leaves of absence of twenty (20) work days or less, shall continue to participate in the Group Health Benefits and MSP provided the employee continues to remit her/his portion of premiums and contributions during the leave period. Employees shall continue to accumulate all benefits including applicable Registered Retirement Savings plans provided the employee continues to remit her contributions during this period. The Employer shall notify employees in writing of when these premiums and contributions are due and the amounts so there is no interruption in benefit coverage.

The Employer will not be responsible for continuation of benefits if the employee does not remit the premiums by the date identified in the notification letter.

- B) Employees on approved unpaid leaves of absence of greater than twenty (20) work days in a calendar year shall continue to participate in the Group Health Benefits Plan and MSP provided the employee remits one hundred percent (100%) of premiums and contributions. The Employer shall notify employees in writing of when these contributions are due and the amounts so there is no interruption in benefit coverage.

The Employer will not be responsible for continuation of benefits if the employee does not remit the premiums by the date identified in the notification letter.

- C) Article 30 – Union Leave shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

### **29.02 Notice**

An employee may request unpaid leave of absence for any purpose.

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

### **29.03 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave.

## **ARTICLE 30 – UNION LEAVE**

- A) Subject to the operational requirements of the Employer and ~~on~~ two (2) weeks' notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- B) Unpaid leave of absence will be granted to a maximum of two (2) members of the Union's bargaining committee for time spent, including traveling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council/Board and members of Council/Board committees in lieu of missed scheduled days off.
- D) Employees on leave of absence pursuant to (A), (B), and (C) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.
- E) An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which the employee holds the position.
- F) The employee shall be entitled to return to the employee's former position with the Employer, and shall be provided with an adequate period of orientation upon return to work.

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

### **ARTICLE 31 – BEREAVEMENT LEAVE**

Bereavement Leave of up to five (5) paid days shall be granted to regular employees immediately following the time of notification of the death of a member of the employee's immediate family. Immediate family shall mean spouse, child, mother, father, grandchild, grandparent, sibling, step-child, step-father, step-mother, mother-in-law and father-in-law. The Employer may grant additional unpaid leave at their discretion.

### **ARTICLE 32 – SICK LEAVE**

#### **32.01**

Regular employees may draw on their sick leave dollar bank earned at five percent (5%) of straight-time earnings from the previous calendar year for purposes of illness or a non-work related injury. The sick leave dollar bank may be carried forward into a subsequent calendar year, not to exceed twelve percent (12%) of gross annual straight time wages.

#### **32.02 Payment**

Subject to 32.01, regular employees shall receive their regular pay for each sick day.

Employees who have used up their sick leave dollar bank and continue to be absent due to sickness shall be placed on an unpaid leave of absence.

#### **32.03 Benefits Accrue**

The following benefits accrue when an employee is on paid sick leave pursuant to Article 32.01: vacation, sick time, paid holidays, health benefits as per Article 37 – Health Benefits and Article 39 - RRSP.

#### **32.04 Leave – Workers' Compensation**

##### **A) Entitlement to Leave**

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board - 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 WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

##### **B) Reimbursement to Employer**

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

- C) An employee off work on WCB claim shall receive net wages as defined by (A) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. The following benefits accrue for the first thirty (30) calendar days of a WCB claim: vacation, sick time, paid holidays, health benefits as per Article 37 – Health Benefits, and Article 39 - RRSP. Unused

vacation credits accrued prior to the claim shall not be lost as a result of this clause.

D) When an employee draws on their sick leave dollar bank and Workers' Compensation leave is subsequently approved for the same period, reimbursements from (B) above shall be placed back into the employee's sick leave dollar bank.

**E) Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 12 and Article 18.

**32.05 Enforceable Legal Claim**

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

**ARTICLE 33 – VACATION**

Regular employees earn vacation as follows:

<b>Length of Continuous Employment</b>	<b>Earned Vacation Entitlement</b>
First year of continuous employment	1.25 days per month to a maximum of 15 days
After one year of continuous employment	4 weeks

Vacation will be pro-rated based on paid days, excluding overtime. Casual employees will receive four percent (4%) in lieu of vacation. Vacation requests shall be made four (4) weeks in advance and will be approved with consideration given to seniority and operational requirements. Where more than one (1) employee requests vacation for the same period, the vacation shall be awarded to the senior employee. The Employer shall permit annual vacations to be taken during the entire year. Vacation may be carried over with the approval of the Employer.

**ARTICLE 34 – PAID HOLIDAYS**

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

- |                |                 |
|----------------|-----------------|
| New Year's Day | BC Day          |
| Family Day     | Labour Day      |
| Good Friday    | Thanksgiving    |
| Victoria Day   | Remembrance Day |
| Canada Day     | Christmas Day   |

Regular employees who work on a statutory holiday must be given a day in lieu and be paid one and half times (1 ½ x) employee's regular wage for the time worked up to twelve (12) hours and double (2 x's) the employee's regular wage for any time worked over twelve (12) hours.

Casual employees shall receive one and half times (1.5x) employee's regular wage for the time worked up to twelve (12) hours and double (2x) the employee's regular wage for any time worked over twelve (12) hours.

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

## **ARTICLE 35 – EMPLOYMENT INSURANCE**

### **35.01 Coverage**

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

## **ARTICLE 36 – LEAVE – PREGNANCY AND PARENTAL**

Pregnancy and Parental Leave shall be in keeping with the Employment Standards Act of British Columbia and applicable Employment Insurance legislation. A summary of the current legislation is attached in Appendix A.

## **ARTICLE 37 – HEALTH BENEFITS**

### **37.01**

Eligible regular employees will receive the benefit levels as per MOA #1 provided they have completed their probationary period and work an average of twenty (20) hours per week over the previous twelve (12) weeks.

Effective the first of the month following date of ratification the Employer shall pay eighty percent (80%) of the premiums for the group benefits plan.

Effective June 1, 2018, the Employer shall pay eighty-five percent (85%) of the premiums for the group benefits plan.

Effective June 1, 2019, the Employer shall pay ninety percent (90%) of the premiums for the group benefits plan.

### **37.02**

Eligible regular employees who are not included in a spouse's Medical Services Plan of BC (MSP") Group coverage or otherwise entitled to a waiver of MSP premiums shall be enrolled in the Employers Group Medical Services Plan of BC provided they have completed their probationary period and work an average of twenty (20) hours per week over the previous twelve (12) weeks. The Employer will pay one hundred percent (100%) of the premium.

## **ARTICLE 38 – WORKERS' COMPENSATION (WORKSAFE BC)**

All employees shall be covered by the provisions of the Workers' Compensation Act.

## **ARTICLE 39 – RRSP**

The current practice of the Employer matching employee RRSP contributions to a maximum of five percent (5%) of straight-time earnings will continue. Eligible regular employees will have completed their probationary period and work an average of fourteen point four (14.4) hours per week over the previous twelve (12) weeks.

For future employees only, contributions shall be ‘locked in’ until retirement or termination of employment. There shall be no restriction on when or if an employee can withdraw funds from this account for current employees.

## **ARTICLE 40 – GENERAL CONDITIONS**

### **40.01 Use of Personal Vehicle on Employer’s Business**

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

Should use of an employee’s personal vehicle be required in the performance of her duties, the Employer agrees to pay fifty cents (50¢) per kilometer.

## **ARTICLE 41 – PREVIOUS EXPERIENCE**

The Employer will recognize the previous relevant experience of new employees when determining salary, provided not more than two (2) years have elapsed since such experience was obtained on the following basis:

**Regular Employees** – One step on the increment scale for each year of relevant experience.

**Casual Employees** – One step on the increment scale for each year of relevant experience to a maximum of Step 5 for RN’s and to a maximum of Step 3 for all other classifications.

## **ARTICLE 42 – EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

- A) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer, and
- B) assume all costs, legal fees and other expenses arising from any such action.

## **ARTICLE 43 – TERM OF AGREEMENT**

The Agreement shall be effective June 3, 2015 to and including June 2, 2020 and shall remain in force and be binding upon the parties thereafter until a new agreement has been ratified.

The operation of Section 50(2) of the *Labour Relations Code (BC)* as amended is specifically excluded from this agreement.



## **ARTICLE 44 – PAYMENT OF WAGES**

### **44.01 Wages**

Wages shall be paid each employee in accordance with Article 48 - Wage Schedule.

### **44.02 Pay Days**

Employees will be paid by direct deposit every second Friday.

### **44.03 Statement of Wages**

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

- A) in the case of an hourly paid employee, the hours worked by his/her;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any premium or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;
- G) the amount being received by the employee;
- H) sick leave credits used within the pay period and accumulated balance;
- I) vacation hours taken within the pay period.

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

Where the Employer provides such statements electronically, then the Employer shall provide information to employees on how to access their information.

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

## **ARTICLE 45 – PROFESSIONAL RESPONSIBILITY CLAUSE**

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

- A) practice conditions

B) safety of patients/clients/residents and nurses

C) workload

**45.01**

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

**45.02**

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

**45.03**

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

**45.04**

Members of the committee shall have access to all worksite policy and procedure manuals as may be necessary to assist in satisfactory resolution of the employee's concerns.

**45.05**

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 with a copy to their Labour Relations Officer at the Union office. The Executive Director shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a Steward.

The Executive Director shall respond to the employee in writing within seven (7) calendar days of the meeting.

**45.06**

If the employee is not satisfied with the written response from the Executive Director, the employee with a Union representative may make a presentation to a Troubleshooter pursuant to Article 9.02 of the collective agreement.

**ARTICLE 46 – VOLUNTEERS**

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

The Employer agrees not to use Volunteers to do the work presently performed by members of the bargaining unit that will result in layoff of regular employees within the bargaining unit.

**ARTICLE 47 – ESSENTIAL SERVICES**

Prior to any strike or lockout, any or all unresolved bargaining issues shall be referred to a mutually agreeable mediator/arbitrator for final and binding resolution.

**ARTICLE 48 – WAGE SCHEDULE**

<b>REGISTERED NURSES</b>										
	<b>% increase</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
<b>Current</b>		\$28.33	\$29.65	\$30.75	\$31.85	\$32.95	\$34.04	\$35.16	\$36.19	\$37.50
<b>1-Jun-15</b>	0.00%	\$28.33	\$29.65	\$30.75	\$31.85	\$32.95	\$34.04	\$35.16	\$36.19	\$37.50
<b>1-Jun-16</b>	3.00%	\$29.18	\$30.54	\$31.67	\$32.81	\$33.94	\$35.06	\$36.21	\$37.28	\$38.63
<b>1-Jun-17</b>	3.50%	\$30.20	\$31.61	\$32.78	\$33.95	\$35.13	\$36.29	\$37.48	\$38.58	\$39.98
<b>1-Jun-18</b>	3.50%	\$31.26	\$32.71	\$33.93	\$35.14	\$36.36	\$37.56	\$38.79	\$39.93	\$41.38
<b>1-Jun-19</b>	2.50%	\$32.04	\$33.53	\$34.78	\$36.02	\$37.26	\$38.50	\$39.76	\$40.93	\$42.41

<b>RESIDENTIAL CARE AIDE</b>					
	<b>% increase</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Current</b>		\$18.56	\$19.15	\$19.74	\$20.31
<b>1-Jun-15</b>	0.00%	\$18.56	\$19.15	\$19.74	\$20.31
<b>1-Jun-16</b>	1.50%	\$18.84	\$19.44	\$20.04	\$20.61
<b>1-Jun-17</b>	1.50%	\$19.12	\$19.73	\$20.34	\$20.92
<b>1-Jun-18</b>	2.00%	\$19.50	\$20.12	\$20.74	\$21.34
<b>1-Jun-19</b>	2.50%	\$19.99	\$20.63	\$21.26	\$21.88

<b>HOUSEKEEPER</b>					
	<b>% increase</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Current</b>		\$16.52	\$16.91	\$17.08	\$17.35
<b>1-Jun-15</b>	0.00%	\$16.52	\$16.91	\$17.08	\$17.35
<b>1-Jun-16</b>	1.50%	\$16.77	\$17.16	\$17.34	\$17.61
<b>1-Jun-17</b>	1.50%	\$17.02	\$17.42	\$17.60	\$17.87
<b>1-Jun-18</b>	2.00%	\$17.36	\$17.77	\$17.95	\$18.23
<b>1-Jun-19</b>	2.50%	\$17.79	\$18.21	\$18.40	\$18.69

<b>COOK</b>					
	<b>% increase</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Current</b>		\$15.69	\$16.22	\$16.76	\$17.84
<b>1-Jun-15</b>	0.00%	\$15.69	\$16.22	\$16.76	\$17.84
<b>1-Jun-16</b>	1.50%	\$15.93	\$16.46	\$17.01	\$18.11
<b>1-Jun-17</b>	1.50%	\$16.16	\$16.71	\$17.27	\$18.38
<b>1-Jun-18</b>	2.00%	\$16.49	\$17.04	\$17.61	\$18.75
<b>1-Jun-19</b>	2.50%	\$16.90	\$17.47	\$18.05	\$19.22

<b>SOCIAL WORKER/GRIEF &amp; BEREAVEMENT COUNSELLOR</b>					
	<b>% increase</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Current</b>		\$30.40	\$31.05	\$31.33	\$32.34
<b>1-Jun-15</b>	0.00%	\$30.40	\$31.05	\$31.33	\$32.34
<b>1-Jun-16</b>	1.50%	\$30.86	\$31.52	\$31.80	\$32.83
<b>1-Jun-17</b>	1.50%	\$31.32	\$31.99	\$32.28	\$33.32
<b>1-Jun-18</b>	2.00%	\$31.95	\$32.63	\$32.92	\$33.98
<b>1-Jun-19</b>	2.50%	\$32.74	\$33.44	\$33.75	\$34.83

<b>MAINTENANCE EMPLOYEE</b>					
	<b>% increase</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Current</b>		\$16.79	\$17.13	\$17.48	\$17.84
<b>1-Jun-15</b>	0.00%	\$16.79	\$17.13	\$17.48	\$17.84
<b>1-Jun-16</b>	1.50%	\$17.04	\$17.39	\$17.74	\$18.11
<b>1-Jun-17</b>	1.50%	\$17.30	\$17.65	\$18.01	\$18.38
<b>1-Jun-18</b>	2.00%	\$17.64	\$18.00	\$18.37	\$18.75
<b>1-Jun-19</b>	2.50%	\$18.08	\$18.45	\$18.83	\$19.22

Casual employees will be placed on the above wage scales based on their existing step.

Employees will progress to their next step on April 1<sup>st</sup> of each year.

**NEW EMPLOYEES WILL ONLY PROCEED TO THEIR NEXT STEP IF THEY WERE HIRED AT LEAST SIX (6) MONTHS PRIOR TO APRIL 1ST.**

## APPENDIX “A”

### RE: PREGNANCY AND PARENTAL LEAVE

#### Pregnancy Leave

1. A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave.
  - a) Beginning
    - i. no earlier than eleven (11) weeks before the expected birth date, and
    - ii. no later than the actual birth date, and
  - b) Ending
    - i. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - ii. no later than seventeen (17) weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
5. A request for a shorter period under subsection (1) (b) (i) must
  - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

#### Parental Leave

1. An employee who requests parental leave under this section is entitled to,
  - a) for a birth mother who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
  - b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-

two (52) weeks after that event,

- c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
  3. A request for leave must
    - a) be given in writing to the employer,
    - b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
    - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
  4. An employee's combined entitlement to leave under section 50 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

## **MEMORANDUM OF AGREEMENT #1**

Below is a summary of the benefit levels in the group benefits plan:

### ***Life Insurance***

- 1x salary
- Reduces by 50% at age 65
- Terminates at age 70

### ***AD&D***

- 1x salary
- Reduces by 50% at age 65
- Terminates at age 70

### ***Dependent Life***

- \$10,000 spouse
- \$5,000 child

### ***Extended Health***

- No deductible
- 80% drugs
- Pay direct drug card
- \$500 per paramedical
- \$25,000 private duty nursing
- \$80 eye exam
- \$250 vision care
- \$700 hearing aids (every 60 months)

### ***Dental Care***

- No deductible
- 100% Basic Services
- 6 month recall
- 50% Major Services
- \$2,500 combined maximum

It is understood that the reimbursement for thirty percent (30%) of name brand drugs, \$5 in eye exams, \$50 in vision care, and \$500 in dental combined maximum all of which are included in the above listed benefit levels, will be treated as a top up portion under the plan. The payment of such top up portion may be delayed up to six (6) weeks by the provider. The Employer will consult regularly with the Union through any future change in carriers.

## **LETTER OF UNDERSTANDING #1**

### **RE: PRIMARY SHOP STEWARD**

The primary shop Steward may take two (2) – four (4) hours blocks of time outside of working hours to attend to duties covered in Article 6.04 (C) in each calendar year of the collective agreement, which will be paid by the Employer at straight time. The primary shop Steward shall maintain a log showing the activities and the date the block of time is undertaken and submit same to the Employer at the time the primary shop Steward applies for the pay.



**SIGNED ON BEHALF OF:**

**(PLEASE SIGN ON LINE AND PRINT YOUR NAME UNDER)**

**NORTH OKANAGAN HOSPICE SOCIETY**

\_\_\_\_\_  
**RUTH EDWARDS, EXECUTIVE DIRECTOR (NOHS)**

\_\_\_\_\_  
**VERONICA UKRAINETZ**

**DATED:** \_\_\_\_\_

**BRITISH COLUMBIA NURSES' UNION**

\_\_\_\_\_  
**LAURA ANDERSON, NEGOTIATOR/LABOUR RELATIONS OFFICER**

\_\_\_\_\_  
**CHRIS MORTIMER, BCNU STEWARD**

\_\_\_\_\_  
**CHAD CHAMBERS, BCNU MEMBER**

**DATED:** \_\_\_\_\_

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