SOUTH GRANVILLE PARK LODGE 2025-2027

COLLECTIVE AGREEMENT

BETWEEN

SOUTH GRANVILLE PARK LODGE

AND

THE BRITISH COLUMBIA NURSES' UNION

January 1, 2025 to December 31, 2027

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South Granville Park Lodge

Our Lodge family is committed to our vision that each resident experiences Meaningful Days by

- Honouring and continuing their life story
- Forging respectful relationships with care givers and other residents
- Supporting their ability to be independent and express preferences
- Living in a safe and healthy environment

WELCOME TO OUR FAMILY

South Granville Park Lodge is an owner-operated family business which has been serving seniors in our community for over 55 years. Our family comprises of residents, their care providers and advocates and we live, work and visit here in our home, The Lodge. Our expert care providers are committed to promoting our philosophy of Meaningful Days, by ensuring safety, quality of care and enjoyment of life for all residents. At the heart of our vision, we honour the lives of our residents and promote family values of compassionate care and respectful support.

CARE PHILOSOPHY

The care providers at South Granville Park Lodge recognize the uniqueness of each resident, support the resident's strengths and challenges and provide care that promotes dignity, irrespective of cognitive and physical ability. We honour and continue the life story of residents by expressing curiosity through respectful language, celebrating achievements and milestones and by supporting individual interests and preferences.

At South Granville Park Lodge, our care staff is well informed, reliable and team-oriented. We maintain a staff to resident ratio, which exceeds licensing requirements, ranking us among the highest quality of care in our industry. Registered Nurses are on duty 24 hours a day. Nurses assess, plan, implement and evaluate the needs of each resident, and make care revisions, in close consultation with the Lodge Director of Care and the resident's family physician. The nurses work closely with resident's physician, dietitian, podiatrist, physiotherapist, laboratory technicians, therapeutic recreation staff, mental health team consultants and all in house health care providers, to maximize effective coordination of the resident's overall wellbeing. Residents receive gracious individual attention by well qualified Nursing Assistants in all aspects of their personal hygiene, dressing and food requirements.

OUR EXTENDED FAMILY

Our residents have family members and friends who care deeply about them. At South Granville Park Lodge, we welcome these important people as our "care advocates", part of our extended family and essential to our care philosophy of Meaningful Days.

The role of the care advocate is to support the resident through the transition process by providing a sense of comfort, familiarity and safety. The care advocate is also a link between the past, as a rich source of

history and information about the resident, and the present. By sharing this link, both care advocates and care providers contribute to building and strengthening our family culture.

Through the open door policy at South Granville Park Lodge, we honour requests and feedback from our advocates through care conferences and service appraisals, in order to effect change and encourage a relationship of trust and shared responsibility. Our staff endeavours to inspire and educate out care advocates by providing tools and resources which empower and provide support. Many opportunities for family gatherings are also provided, in order to celebrate milestones, mark calendar events and spend quality time together. This all serves to build and strength our extended family of advocates who can then support each other on their respective journeys.

BC NURSES' UNION
Standing up for health care

VISION

The British Columbia Nurses' Union will be the champion for our members, the professional voice of nursing and the leading advocate for publicly funded health care.

MISSION

The British Columbia Nurses' Union protects and advances the health, social and economic well-being of our members, our profession and our communities.

VALUES

The seven Core Values listed below support the vision and mission of the BCNU and reflect key behaviours that guide our daily actions.
As a member-driven organization:

- the BCNU demonstrates Collectivity by acting together to make certain that all activities and decisions are inclusive and accomplished for the betterment of the whole.

- the BCNU demonstrates Democracy by actively engaging our membership through egalitarian processes where equal rights to both representation and involvement are guaranteed.

- the BCNU demonstrates Equality by ensuring that each member has access to all services of the BCNU.

- the BCNU demonstrates Excellence by supporting clinical practice, education, research, leadership, and incorporating best practices.

- the BCNU demonstrates Integrity by being honest, respectful, accountable and transparent.

- the BCNU demonstrates commitment to Social Justice by advocating and promoting that the social determinants of health be equally accessible to ensure the dignity of every human being.

- the BCNU demonstrates Solidarity by promoting unity of our members based on shared goals and values

ARTICLE 1 - PREAMBLE

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

1.01 Purpose of the 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 this Agreement.

The Union and the Employer share a desire to provide quality health care, to maintain professional standards and to promote the well-being and increased efficiency of employees so that recipients of their care are well and effectively served.

1.02 No Discrimination

A) The Employer and the Union subscribe to the principles of the BC *Human Rights Code*.

B) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

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 for reason of membership or activity in the Union.

1.03 Discrimination Bullying and Harassment

The Employer will provide education and training to all employees, to ensure all are aware of conduct which is considered to be unacceptable and will not be tolerated. This shall include but is not limited to discrimination and personal, psychological or sexual harassment.

1.04 Sexual Harassment

Sexual harassment means sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour includes, but is not limited to:

i) Making of sexual gestures;
ii) Demands for sexual favours;
iii) Verbal abuse or threats;
iv) Unwanted sexual invitations;
v) Physical assault of a sexual nature;
vi) Distribution or display of sexual or offensive pictures or material;
vii) Unwanted questions or comments of a sexual nature;
viii) Practical jokes of a sexual nature.

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

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

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

1.05 Psychological Harassment and Personal Harassment

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

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

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

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

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

1.06 Workplace Bullying

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

Bullying for the purpose of this Article is any repeated or systematic behavior which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Bullying behaviour could include but is not limited to:

i) Verbal aggression or insults; calling someone derogatory names
ii) Vandalizing personal belongings
iii) Sabotaging someone's work
iv) Spreading malicious gossip or rumours
v) Engaging in harmful or offensive initiation practices

vi) Physical or verbal threats (this could also constitute "violence" or "improper activity or behaviour" under the Occupational Health and Safety Regulation)
vii) Making personal attacks based on someone's private life and/or personal traits
viii) Making aggressive or threatening gestures

1.07 Harassment Complaint Procedure

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

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

An employee who witnesses or experiences harassment should complain by filing:

i) A verbal or written complaint with the Employer for investigation and/or;
ii) A grievance at Step 1 of the grievance procedure and/or;
iii) WorkSafeBC complaint and/or;
iv) Human Rights complaint.

All complaints of discrimination and harassment shall be addressed in a timely manner and appropriate corrective measures shall be taken to prevent further recurrences. The Employee may have Union representation at any point of the process. Complaints under this Article shall be treated in strict confidence by all Parties involved.

Allegations of harassment which are found to be in bad faith maybe cause for discipline, up to and including dismissal.

1.08 Respectful Conduct in the Workplace

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

A Respectful Workplace is characterized by:

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

Dispute Resolution Processes - differences will be managed through dispute resolution processes including, but not limited to Article 1, 8, and 56 of this agreement;

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

Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working

constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency
The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

2.02 Union Shop
Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not members of the Union prior to October 26th 1999 shall have the option of:

A) applying for membership in the Union which membership they shall maintain, or

B) not applying for membership in the Union, but as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under Article 2.02.

Employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the Employee within thirty (30) days of written advice as noted above.

2.03 Union Check-Off

Effective date of ratification, the Employer agrees to the monthly check-off of all Union dues, Assessments, Initiation Fees and written assignments of amounts equal to Union dues.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of employment, employees shall sign a wage assignment covering such deductions.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of employees in the bargaining unit and their employee status and the amount of dues or equivalent moneys currently being deducted for each employee.

The Employer shall supply to each employee a T4 without charge, which records the amount of all deductions paid to the Union by employees during a taxation year. The T4 shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

Twice every calendar year (February and August) the Employer shall provide a list of all Employees in the bargaining unit, their job titles, and addresses and phone numbers known to the Employer, to the BCNU Steward and Union.

2.04 Induction

The Employer shall provide the opportunity for a Union designated representative to talk with any new employees hired at some point during the first thirty (30) days of the individuals' employment. Such meeting may involve more than one (1) new hire. Prior to each session, the Employer shall advise the Union designates of the date, time and place as well as the names of the new employees. Meetings shall be arranged at the facility during the Union designated representative's and newly hired employees' regular working hours. There shall be no deduction of wages or fringe benefits because of time spent by the Union-designated representative or newly hired employees during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to scheduled work of the employees.

2.05 Stewards

A) The Employer agrees to the operation of BCNU Steward systems, which shall be governed by the following:

i) Stewards may be elected by the Union members on the basis of one (1) Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Stewards to a maximum number of twenty-five (25) Stewards.

ii) The Employer is to be kept apprised of all Steward appointments and changes.

iii) One (1) Steward, shall be elected by the Union members as Steward Coordinator who may present or assist in the presentation of any grievance.

iv) When the absence of more than one (1) Steward shall interfere with the proper operation of a department, then no more than one (1) Steward from any one department shall be given leave of absence to transact Union business at any one time.

v) When a Steward is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Steward may be refused leave of absence to transact Union business.

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

i) investigating complaints of an urgent nature, 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 any other related functions during ratification votes, and
v) attending union/management meetings called by management, and
vi) accompanying an employee at a meeting called by the Employer where disciplinary action is anticipated, and
vii) meeting with new employees during the orientation program, and
viii) acting as appointees to the Union/Management Committee, and
ix) assisting members in the Professional Responsibility process.

ARTICLE 3 - DEFINITIONS

Common-law Spouse
Two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

Article 33 - Compassionate Leave
Article 41.01 - Medical Plan
Article 41.02 - Dental Plan
Article 41.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working force including the hiring, firing, promotion and demotion of employees, is vested exclusively with the Employer except as may be otherwise specifically provided in this Agreement. Without limiting the generality of the above, it is the Employer's right:

A) To establish standards, policies, and procedures not inconsistent with the provisions of this Agreement. A copy shall be supplied to the Union committee in advance of the new policy or amendment becoming effective. Any new policy or amendments will then be communicated to employees, with a copy posted on the employees' bulletin board;

B) To plan, direct and control the work of the employees, which includes the introduction of new and improved methods, and the operation of the facility.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which the employee is not adequately trained.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the currency of the Collective Agreement.

6.02 Legal Picket Line

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An Employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

6.03 Boycotts and Hot Edicts

The honoring of any boycott sanctioned by the Canadian Labour Congress and/or the BC Federation of Labour or the refusal on the part of an employee to handle any goods declared by those bodies to be "hot" shall not constitute cause for discipline.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Composition of Committee

A Union/ Management committee shall be established. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/ Management Committee.

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

7.03 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.

The time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the collective agreement. Members of the Committee attending meetings on their own time shall be compensated in accordance with straight time provisions of the collective agreement.

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

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation
No Steward or employee shall leave their work without advising the immediate supervisor. Employee-Steward discussions shall take place where resident care and effectiveness of operations are not affected. Every reasonable effort will be made by the Employer to allow for these discussions to occur during work hours.

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

8.02 Grievance Investigations
Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Steward wishes to discuss the grievance with that employee, the employee and the Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer’s place of business.

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

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

The Employer shall inform the employee that they have the right to have Union representation at any meeting where disciplinary action is anticipated.

8.04 Grievance Procedure

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.

The parties recognize that they have a common interest in resolving grievances. Such resolutions are promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level. The provision of information and documents does not affect the rights of the parties at arbitration.

The following procedure shall be used for the resolution of differences referred to in Article 8.01, other than for the suspension or dismissal of employees as set out in Article 8.05.

For the purposes of this Article, "Employer" means a person designate by the Employer to receive grievances.

STEP 1

Within ten (10) calendar days of the occurrence of the difference, or within ten (10) 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 Employer. The employee and the Employer may determine – at the conclusion of the meeting or within an agreed specified time (not to exceed seven (7) calendar days) – that the grievance is resolved or unresolved. Failing joint determination, the grievance is deemed to be unresolved.

STEP 2

A) If the grievance is not resolved through the Step 1 meeting, the Union may submit a written grievance to the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1. The grievance must be submitted on the common grievance form, with all the information required by the form.

B) Following receipt of the written grievance, the Employer will provide a written response to the Union within seven (7) calendar days. The response must outline the basis upon which the grievance has been denied. The Union and the Employer will exchange relevant documents, in accordance with the above expression of the parties' common interest, and then meet within a further twenty-one (21) calendar days, or as agreed by the parties, to discuss the grievance and attempt to resolve the issue(s).

C) Within a further seven (7) calendar days of the Step 2 meeting, if the grievance is not resolved, the Employer must provide a written response to the Union in accordance with the above expression of the parties' common interest.

D) The Union must refer its grievance to arbitration within sixty (60) calendar days after the Union receives the Employer's written response under Article.

A settlement of a grievance under this article is without prejudice in any other grievance or arbitration unless the Union and the Employer agree in writing that the settlement is with prejudice.

The foregoing grievance procedure applies to Employer-filed grievances (i.e., substitute "Employer" for Union" and vice versa in the above procedure).

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

8.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step 2 of the grievance procedure.

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

Employees shall not be dismissed or suspended except for just and reasonable cause. Where the Employer believes in good faith it has grounds to discipline under this clause, it may:

A) place the employee on unpaid leave of absence pending final resolution of the grievance;

B) place the employee on paid leave of absence pending final resolution of the grievance;

C) require the employee to continue working at their regular job pending final resolution of the grievance; or

D) by mutual agreement, transfer the employee to a different work area pending final resolution of the grievance.

It is understood that any decision made by the employer under (D) above may not prejudice in any way the rights of other employees under the Collective Agreement.

8.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the lay-off, discipline or discharge had not taken place.

8.07 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 terms of the Collective Agreement, Christopher Sullivan, Corrine Bell; Elaine Doyle, 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 to settlement at this step, the grievance may be referred to arbitration.

8.08 Expedited Arbitration

A) A representative of the Employer and the BCNU designate shall meet each month, or as often as required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

B) Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

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

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

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

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

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

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

I) 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.

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

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

L) The expedited arbitrators, who shall act as sole arbitrators, shall be Koml Kandola; Christopher Sullivan; Corrine Bell; Elaine Doyle.

M) The expedited Arbitrator shall have the authority to provide a final and conclusive settlement of a dispute arising under this collective agreement. Such authority will be exercised consistent with the BC *Labour Relations Code* and the provisions of the collective agreement.

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

O) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 9.01 B for resolution; also see Section 8:05.

ARTICLE 9 - ARBITRATION

9.01

A) **Referral to Arbitration**

Should the parties fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to arbitration.

B) **Notification**

The party requesting arbitration shall notify the other party of its intent to arbitrate and its proposed arbitrator.

The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) calendar days, either party may request the Registrar of the Labour Relations Board to make the appointment.

9.02 Authority of Arbitrator

The arbitrator shall have the authority to provide a final and conclusive settlement of a dispute arising under this collective agreement. Such authority will be exercised consistent with the BC *Labour Relations Code* and the provisions of the collective agreement.

The decision of the arbitrator, made in writing, in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

9.03 Time Limit for Decision

An arbitrator established under this Article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated, unless this time limit is extended by mutual agreement between the parties.

9.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness. The Union shall reimburse the employee's wages to the Employer in cases where the witness has been called by the Union.

9.05 Arbitration

The Employer shall grant leave without pay, where operational requirements permit, to a reasonable number of employees representing the Union at arbitration, provided the dispute involved the Employer.

In the event that operational requirements do not permit, then the arbitration will be rescheduled to a mutually agreed time.

9.06 Expenses of the Arbitrator

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

9.07 Reinstatement of Employees

If the arbitrator finds that an employee has been unjustly laid off, suspended or discharged, the employee shall be reinstated by the Employer and the arbitrator may order that the employee reinstatement be without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place.

Provided, however, if it is shown to the arbitrator that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

9.08 Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration. The arbitrator shall be mutually agreed to by the parties.

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the BC *Labour Relations Code* shall commence with the issuance of written reasons for the decision.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis as defined in Article 22. Regular full-time employees accumulate seniority as defined under Article 14, Seniority and are entitled to all benefits outlined in this Collective Agreement.

10.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority as defined under Article 14, Seniority and are entitled to all benefits outlined in this Collective Agreement, subject only to the "Addendum on Part-Time Employees".

10.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum on "Casual Employees".

10.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - ANNIVERSARY DATES AND INCREMENTS

11.01 Definition

Increment step means the annual graduation of wages within a classification as set out in the Wage Schedule.

11.02 Anniversary Date

A regular employee's initial date of current employment with the Employer as a regular employee shall be their anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date.

11.03 Increments

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

ARTICLE 12 - PROBATIONARY PERIOD

12.01

For the first four-hundred and fifty (450) hours worked with the Employer, or five (5) months, whichever occurs first, an employee shall be a probationary employee. For the purposes of this provision only, any absence from work due to illness or injury during this period will not be included in the calculation of continuous service. Employee suitability for seniority-rated employment will be determined during probation. Employees 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.

By written mutual agreement between the Employer and the Union, the probationary period may be extended provided written reasons are given for requesting such extension.

12.02
Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the Employee for the purpose of determining perquisites and seniority.

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 Evaluation Reports
Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the Employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

13.02 Personnel File
An employee, or the BCNU representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the BCNU representative, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

13.03 Letter of Expectation
Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed twenty (20) months after the date of the letter. The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred in the intervening period.

ARTICLE 14 - SENIORITY

14.01 Definition
A) **Regular Employees**
Seniority for regular employees is defined as the length of the employee's continuous employment (whether full time or part time) from the date of commencement of regular employment, plus any seniority accrued while working as a casual employee of the employer.

B) **Casual Employees**
Seniority for casual employees shall be as defined in the Addendum - Casual Employees.

14.02 Promotion, Transfer, Demotion, Release
In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

14.03 Qualifying Period
If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Section.

14.04 Temporary Promotion or Transfer
An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

14.05 Promotions
A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

For increment progression, the employee’s increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

14.06 Transfers
A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former anniversary date.

A regular employee transferred upon the employee's request to a job with the same rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

14.07 Demotions
An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this section and in the event of involuntary demotion, an employee who does not have prior experience or the ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

14.08 Re-employment After Retirement
Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

14.09 Re-employment After Voluntary Termination or Dismissal for Cause
Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

14.10 Supervisory or Military Service
It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory Employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.11 Seniority Dates
Upon request, the employer agrees to make available to the union the seniority dates of any employee covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

15.01 Postings

A) The Employer shall post notice of all new jobs or nursing vacancies that have a duration of thirty (30) calendar days or more, describing the position, work area, date of commencement, the hours of work including start and stop times, the days off, a summary of the job description and the required qualifications. The Employer agrees that the vacancies will be posted for a minimum of seven (7) calendar days in a manner which gives all employees access to such information.

B) The Employer shall also consider applications from those employees with the required seniority that are absent on leave and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

C) A copy of all postings shall be sent to the BCNU Steward within the aforementioned seven (7) days.

D) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

E) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

15.02 Temporary Appointments

A) The Employer may make a temporary appointment, without posting, to a vacant position. The temporary appointment shall not exceed thirty (30) work days, unless the Union and Employer mutually agree to extend the time limit.

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

ARTICLE 16 - JOB DESCRIPTIONS

16.01

The position of each regular employee shall be assigned to an appropriate job description.

16.02

The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. Job descriptions shall contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

The said job descriptions shall be presented in writing to the BCNU Provincial Office and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within forty-five (45) days.

16.03
Each regular employee shall be provided with a copy of the agreed to job description for their position.

16.04
In the case of a newly created job or classification, or where an existing job or classification is changed to the extent that it becomes a new classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.

16.05
The parties will meet at Step Three of grievance procedure to review the job description. If an agreement cannot be reached the issue/s may be submitted to arbitration. The Board or the sole arbitrator, as the case may be, shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

16.06
Any decision to adjust the wage rate, either by the parties or the Board, shall be retroactive to the date the complaint was filed.

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS

17.01 New Positions
In the event the Employer shall establish any new position falling within the scope of the bargaining unit, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection to the classification and wage rate by the Union is given to the Employer within forty-five (45) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects to the classification and wage rate, it shall provide reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further twenty-one (21) days, the issue will be put to expedited arbitration in accordance with the provisions of Article 8.08.

If the classification and/or wage rate established by the Employer for such new position are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

17.02 Change in Duties
In the event the Employer significantly changes an existing position, the Employer shall give written notice to the Union with respect to changes in job content, and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within forty-five (45) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects to the classification and wage rate, it shall supply specific reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further twenty-one (21) days, the issue will be put to expedited arbitration in accordance with the provisions of Article 8.08.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

17.03
If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance as per Article 8. If the issue is not resolved under step three it may be referred to expedited arbitration, Article 8.08.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble
This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health care field.

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

18.02 Definition of Displacement
Any employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, as a result of a change in a process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

18.03 Notice of Displacement
The Employer shall notify the Unions of any proposed labour adjustment initiative at the time the initiative is proposed or sixty (60) days in advance, whichever is greater.

Employees affected will be allowed a training period to acquire the necessary skill(s) for retaining employment with the Employer.

18.04 Bumping
It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not affect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

If an employee who transfers to a job under this clause opts out during the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of their existing pay rate.

18.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 14 and Article 19.

18.06 Job Training

The Employer and the Union agree to discuss, under Article 7, the issues related to Training and Skill Upgrading for the following purposes:

A) for planning and implementing training programs for those employees affected by technological change;

B) for planning and implementing training programs to enable employees to qualify for new positions being planned through future expansion or renovation;

C) for planning and implementing training programs for those employees affected by new methods of operation;

D) for planning and implementing training programs in the area of general and specialized skill upgrading and maintenance;

E) Current employees shall be given priority for training programs.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions.

ARTICLE 19 - REDUCTION IN WORK FORCE

19.01

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

19.02

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

A) Up to and including two (2) years seniority - twenty-eight (28) calendar days.
B) Three (3) years seniority - thirty-five (35) calendar days.
C) Four (4) years seniority - thirty-five (35) calendar days.
D) Five (5) years seniority - forty (40) calendar days.
E) Six (6) years seniority - forty-eight (48) calendar days.
F) Seven (7) years seniority - fifty-six (56) calendar days.
G) Eight (8) years seniority or more - sixty-four (64) calendar days.
H) Nine (9) years seniority or more - sixty-nine (69) calendar days.
I) Ten or more (10+) years seniority or more - seventy (70) calendar days.

19.03
Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.

19.04
Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 18.04 of this Agreement.

19.05
Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, copies of such notice shall be sent to the Union and Steward.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 Employer's Notice of Termination
The Employer shall give regular full-time and regular part-time employees notice in writing or normal pay for that period in lieu of notice where services are no longer required, per Article 19.02, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

20.02 Employee's Notice of Termination
Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations, less two percent (2%).

For example:

Employees entitled to eight percent (8%) shall be paid six percent (6%);
Employees entitled to ten percent (10%) shall be paid eight percent (8%), etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

20.03 Employment Abandoned

Any employee who fails to report to work and does not notify their supervisor within three (3) working days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

ARTICLE 21 - SCHEDULING PROVISIONS

21.01 Scheduling Provisions

A)

i) The Employer shall arrange the times of all on-duty and off-duty shifts, including paid holidays, and post these at least fourteen (14) calendar days in advance of their effective date.

ii) The Employer will not alter the posted schedule without the mutual agreement of the Employees affected. Where the employer alters the posted work schedule without the mutual consent of the employees affected, the affected employees shall be paid overtime rates for the first shift worked pursuant to Article 23.

B) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

C) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 23.

D) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraph (B) and (C) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

E) Employees will be allowed to exchange shifts with other employees for personal convenience under the following conditions:

i) The employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and

ii) The employee being replaced must be replaced by another employee appropriately qualified, as determined by the Administrator or designate; and

iii) The exchange must receive prior approval which will not be unreasonably withheld, from the Administrator or designate; and

iv) There is no increase in cost to the Employer.

F) Regular full-time Employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 22 - HOURS OF WORK

22.01 Continuous Operation

The workweek shall provide for continuous operation Sunday through Saturday.

22.02 Hours of Work

A) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one half (37 1/2) hours per week or an equivalent mutually agreed to by the Employer and the Union.

B) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and seventeen (117) days per year (that is, an average of two (2) days per week plus a minimum of thirteen (13) paid holidays.) If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one hundred and seventeen (117) days off, they shall be paid extra at the applicable overtime rate for each day/hour by which their total number of days/hours off fails short of one hundred and seventeen (117) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 23 - Overtime.

C) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 23 - Overtime.

22.03 Rest and Meal Periods

A) **Rest Periods**

Employees working a full shift shall receive two (2) paid rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) paid rest period.

Each rest period shall have a fifteen (15) minute duration.

B) **Meal Periods**

i) All employees covered by the Collective Agreement, working five (5) or more hours, shall receive a one-half (1/2) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

ii) When an employee is designated either expressly or implicitly to be available for work during a meal period and:

(1) the employee is scheduled to work a seven and a half (7.5) hours shift and receives thirty (30) minutes for a meal period exclusive of the seven and a half (7.5) hour shift, then employee shall receive eight (8.0) hours pay at regular rates;

(2) the employee is scheduled to work a seven and a half (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven and a half (7.5) hour shift, then

the employee shall receive seven and a half (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;

(3) in the event an employee in (1) above is recalled to duty during their meal period, and is unable to recover the unobtained portion of their break, the provisions of (2) apply.

22.04 Split Shifts

No split shifts shall be worked except in cases of emergency, and all other options have been exhausted.

22.05 Part-time Employees

The Employer shall eliminate, as far as possible, all part-time employees.

ARTICLE 23 - OVERTIME

23.01

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 22 - Hours of Work. Pre-authorization may not be required in unusual or exceptional circumstances where prior approval was not possible.

A) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 22, or who are requested to work on their scheduled off-duty days, shall be paid:

i) the rate of time and one-half of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double time thereafter;

ii) the rate of time and one-half of their basic hourly rate of pay for the first five (5) hours of overtime on a scheduled day off and double time thereafter;

B) A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular work day, 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. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

C) A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their 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. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

23.02

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided in Article 31, the employee shall be paid overtime at the rate of time and one-half (1 ½) times the premium paid holiday rate for all hours worked beyond seven and one half (7½) in that day.

23.03
Employees required to work on a scheduled day off shall receive the overtime rate as provided in Article 23.01, but shall not have the day off rescheduled.

23.04
Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 23.05 below.

23.05
At the time an employee is required or requested to work overtime, the employee may opt for compensating time off 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 and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

23.06
An Employee who works two and one-half (2½) hours of overtime immediately before or following their scheduled hours of work shall receive a one-half (1/2) hour unpaid meal break, and will be provided with a complementary meal from the Employer in order that they may take a meal break either at or adjacent to their place of work.

This clause shall not apply to part-time Employees until the requirements of Article 23.01 (B) have been met.

23.07
Overtime is not mandatory, and may be refused by an employee, except in the case of an emergency. Where an Employee does not agree that an emergency exists, they shall work the overtime and may file a grievance later.

23.08
An employee required to work overtime shall be entitled to twelve (12) clear hours between the end of the overtime worked and the start of their next regular shift. If twelve (12) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

23.09
Overtime shall be offered in a fair and equitable manner.

ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS

24.01
Employees working the evening shall be paid a shift differential of one dollar and twenty-five cents ($1.25) per hour for the entire shift worked.

Employees working the night shift shall be paid a shift differential of three dollars and ninety cents ($3.90) per hour for the entire shift worked.

Employees working a weekend shift shall be paid a shift differential of two dollars and fifty-five cents ($2.55) per hour.

24.02
Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

24.03 Working Short-Staffed

A) The Employer agrees to make every effort to replace employees with other BCNU employees when an employee is off work due to illness, vacation or leave for any purpose. This includes, but is not limited to the following:

i) call-in of casuals as per the casual addendum,
ii) offering the work to all regular employees where acceptance would not incur overtime,
iii) offering the work to all regular employees at applicable overtime rates.

B) A nurse, who, because of staff shortages, must assume additional responsibilities than they would normally have assumed, shall be paid a premium of five dollars ($5.00) per hour for each hour they are responsible for the increased workload.

C) This Article is not intended to prejudice any workload grievance which may be submitted.

ARTICLE 25 - SPECIAL ALLOWANCE

A special allowance of two dollars and twenty-five cents ($2.25) per hour shall be paid to nurses designated in charge of the facility for a specified shift or portion thereof, effective date of ratification. For clarity, a nurse shall be designated in charge for all hours the Director of Care is absent from the building.

ARTICLE 26 - CALL-BACK

Employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable overtime rate whether or not they actually commence work.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work an allowance at the automobile allowance rates set by the Canada Revenue Agency from the employee's home to the Employer's place of business and return. The minimum allowance shall be four dollars ($4.00).

ARTICLE 27 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 26, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours pay at their regular rate if they commence work.

ARTICLE 28 - PROFESSIONAL ASSOCIATION DUES

For each regular full time nurse on staff, the employer will pay for the dues associated with membership in the British Columbia College of Nurses and Midwives (BCCNM) where such membership is a condition of maintaining registration.

The amount paid for regular part time and casual employees will be proportionate to the number of straight time hours paid in the preceding year.

ARTICLE 29 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

29.01
In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

29.02
In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

29.03
Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification for any and all hours assigned to these extra duties.

ARTICLE 30 - TRANSPORTATION ALLOWANCE

30.01
An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance at the automobile allowance rate set by the Canada Revenue Agency. Minimum allowance shall be four dollars ($4.00).

30.02
Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use", to a maximum of one hundred and fifty dollars ($150.00) per year.

30.03
The use of an employee's vehicle to conduct employer business is at the employee's discretion, and is not considered a requirement of employment.

ARTICLE 31 - PAID HOLIDAYS

31.01 Paid Holidays
Employees will be entitled to thirteen (13) paid holidays and such other holidays as may be in future proclaimed by the Provincial Government:

- New Year's Day
- B.C Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

An employee who is required to work on a day which was scheduled as a paid holiday and receives less than fourteen (14) calendar days advance notice will receive pay at the rate of one and one-half (1 ½) times the premium holiday rate for the shift and will have such paid holidays rescheduled in addition to such overtime pay.

31.02 Super Stats
Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid two and one quarter (2.25x) their basic hourly rate. Payment under this provision does not detract from paid holiday entitlements otherwise owing to the employee.

31.03
When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled paid holiday and one or more working days following such scheduled paid holiday, then the scheduled paid holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 30.01, last paragraph shall not apply to Employer scheduled paid holidays rescheduled in accordance with this paragraph. Such rescheduled paid holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

31.04
Employees who are required to work on a paid holiday other than a Super Stat shall be paid at the rate of time and one-half (1 ½) their basic hourly rate of pay. Payment of premiums under this provision does not detract from paid holiday entitlements otherwise owing to the employee.

31.05
If an employee terminates during the year, they shall be entitled to the same portion of one hundred and sixteen (116) days off that their period of service in the year bears to a full year.

31.06
Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

31.07
The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

31.08
If a paid holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each paid holiday so occurring.

31.09
All employees scheduled to work on any of the paid holidays as listed in Article 31 shall not have their normal hours of work reduced.

ARTICLE 32 - VACATION ENTITLEMENT

32.01
A) Regular employees shall be entitled to vacation leave based on length of service.

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

C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

1 year continuous service - 15 work days' vacation
2 years continuous service - 15 work days' vacation
3 years continuous service - 20 work days' vacation
4 years continuous service - 20 work days' vacation
5 years continuous service - 20 work days' vacation
6 years continuous service - 22 work days' vacation
7 years or more continuous service - 25 work days' vacation
12 years or more continuous service - 28 work days' vacation
15 years of more continuous service - 30 work days' vacation

D) For the purpose of determining vacation entitlement, unpaid leaves of absence shall not constitute a break in continuous service.

E) Vacation entitlement for part-time employees shall be pro-rated based on all hours worked including extra shifts but excluding overtime as follows:

$$\frac{\text{Hours paid* excluding overtime x regular pay x yearly vacation entitlement}}{\text{to June 30th inclusive}}$$
$$1950$$

*Includes leave without pay up to twenty (20) days.

32.02 Scheduling of Vacation

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

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

C) The selection of vacation and the posting of the approved vacation schedule shall occur on two occasions. The first selection will be completed by October 31st of the preceding year and will include the period of January to June and the second selection will be completed by April 30th and include July to December.

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

E) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

F) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits their vacation shall not receive their choice of when they wish to take the subsequent portion of their vacation until all other employees in the unit or ward have made their first choice of vacation time.

32.03 Vacation Entitlement Earned During Vacation

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

32.04 Vacation Pay Advance

Vacation pay to which an employee is entitled shall be made to the employee on the pay day prior to the beginning of their vacation, provided the employee gives the Employer at least fourteen (14) days written

advance notice. The amount of their vacation pay shall be based on the number of work days of planned absence due to vacation.

32.05 Vacations Non-Accumulative
Vacation time shall not be cumulative from calendar year to calendar year.

32.06 Vacation Entitlement Upon Dismissal
Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 32.01.

32.07 Reinstatement of Vacation Days - Sick Leave
In the event an employee is sick or injured prior to the commencement of their vacation, or becomes sick or is injured while on 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 33 - COMPASSIONATE LEAVE

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

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

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

The parties agree that for any other leave not explicitly specified in this collective agreement, the rules of Part 6 of the BC *Employment Standards Act* will apply.

ARTICLE 34 - LEAVE - PROFESSIONAL ASSOCIATION MEETING

Leave of absence with or without pay, at the employer’s discretion may be granted for professional meetings not exceeding one (1) week, subject to the approval of the Employer. The Employer will make every endeavour to grant such leave of absence.

ARTICLE 35 - SICK LEAVE, WORKSAFEBC, INJURY-ON-DUTY

35.01
The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further E.I. premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

35.02
Regular employees shall be credited with twelve (12) sick days at the beginning of each year of service, subject to the Addendum - Regular Part Time Employees.

At the end of each full year of continuous service an employee may opt as follows:

A) Carry forward any unused sick credits to a maximum bank of fifty (50) days.

B) Be paid out at the employee's current rate of pay for unused sick days at fifty per cent (50%) of their value, subject to maintaining a minimum bank of five (5) days on December 31 of each year. The number of days paid out is at the employee's option subject to the minimum requirement.

C) If the employee's bank is greater than fifty (50) days at the end of the year, payout for the number of days above fifty (50) will be automatic.

The Employer will inform all employees of any administrative procedures required to exercise these options.

35.03
Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days.

35.04
Sick leave credits shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.

When an employee is granted sick leave with pay and a WorkSafeBC claim is subsequently approved for the same period, the employee shall reimburse the employer for the sick leave paid, the employee's sick leave bank will be restored to its previous balance, and the employee shall retain the WorkSafeBC income for that period.

35.05
Employees qualifying for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

35.06
Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off.

35.07
An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

35.08
Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay.

35.09
The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

35.10
All sick leave credits are cancelled when an employee terminates their employment except when ported as per Article 47 - Portability.

35.11 Sick Leave - Personal Days
The Employer will provide to each regular employee, two (2) paid personal leave days, commencing on January 1st in each year to be drawn from the employee's sick bank.

Such personal leave days can be used at the employee's discretion for personal reasons.

Personal leave days must be used in the presenting calendar year and will not carry over to the following year.

35.12 Donor Leave
The Employer and the Union encourage employees to register as organ donors. An employee shall be granted the necessary leave of absence for the purpose of donating bone marrow or an organ. Employees may access paid leave from Article 35 - Sick Leave, Article 32 - Vacation or Article 23 - Overtime (23.05 overtime banked) or unpaid medical leave or Article 38 - Leave – Unpaid. The Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums while the employee is on paid leave and the first twenty (20) work days (38.03) of unpaid leave.

ARTICLE 36 - EDUCATIONAL LEAVE

36.01
Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The

cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

This Article applies where the Employer requires the employee to obtain specialized training or new/updated skills.

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

36.03
The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

It is the intention of the parties to encourage as many employees as possible to participate in in-service programs.

36.04
An employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

A) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.

B) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.

C) Notices granting such requests shall be given by the Employer in writing.

36.05
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. Subject to operational requirements, the Employer shall make every effort to approve one (1) request per employee per year for education relevant to residential care.

ARTICLE 37 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the Defense (not being them self a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate.

The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 38 - LEAVE - UNPAID

38.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

38.02 Unpaid Leave - After Three Years

For every three (3) years continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

38.03 Unpaid Leave - Affecting Seniority and Benefits

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

38.04 Leave - Union

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

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave. The Employer will provide the leave subject to operational requirements of the worksite. The leave will not be unreasonably withheld.

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

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

B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;

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

D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference;

E) selected by the Union or its members as a delegate to attend regional Bargaining Conference;

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

G) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 38.03;

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums, per Section 41, for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.
The employee shall be entitled to return to their former position with the Employer, and shall be provided with an adequate period of orientation upon their return to work.

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

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

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

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's LTD Plan providing the Employer is reimbursed by the Union for the cost of this benefit.
The employee shall be entitled to return to their former position with the Employer, and shall be provided with an adequate period of orientation upon their return to work.

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

38.06 Unpaid Leave - Public Office
Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

A) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.

B) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

ARTICLE 39 - MATERNITY LEAVE AND PARENTAL LEAVE

39.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing their duties prior to the commencement of the maternity leave of absence without pay, the employee may be accommodated, access sick leave or take an unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue in their former position without loss of perquisites.

Leave of absence for maternity may be taken for a period not to exceed the length of the pregnancy leave and/or parental leave provisions in the *Employment Standards Act*.

39.02 Parental Leave

Employees will be entitled to Parental Leave in accordance with the *Employment Standards Act*.

39.03

Seniority and continuous service will continue to accumulate during the full period of the leave granted under Article 39.01 and/or 39.02. The Employer shall maintain the employee's coverage and pay the normal premiums for the benefit plans covered under Article 41 for a period not to exceed the combined length of the pregnancy and/or parental leave as per the *Employment Standards Act*.

ARTICLE 40 - ADOPTION LEAVE

Upon request, and having completed their initial probationary period, an employee shall be granted leave of absence without pay as per the *Employment Standards Act* following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

ARTICLE 41 - HEALTH CARE PLANS

41.01 Medical Plan

(This clause is suspended due to the Government replacing the MSP payment plan with the Health Employers Tax to cover Provincial medical costs.)

Eligible regular employees and dependents shall be covered through the British Columbia Services Plan a carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium for all eligible employees.
Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months employment, unless covered through another source, or spouse.

41.02 Dental Plan

A) Eligible regular employees shall be provided with a dental plan covering hundred percent (100%) of the costs of the basic plan (Plan A), and fifty percent (50%) of the costs of the Major Restorative plan (Plan B).

B) The dental plan shall cover eligible regular employees, their spouses, and children until the age of 21, or 25 if full-time students.

C) The Employer shall pay one hundred (100%) percent of the premium.

D) Deductible Amount per calendar year:
Single $25, Family $50

E) Annual calendar year maximum for Plan A and Plan B combines: $2,500.

41.03 Extended Health Care Plan

The Employer shall pay one hundred (100%) percent of the monthly premiums for the extended health care coverage for eligible regular employees and their families.

F) In addition to benefits normally provided under the extended health care plan, extended health care coverage so provided shall include:
100% reimbursement percentage, except for the drug plan, which shall be 90% Benefits:
- Pay-Direct Drug Plan
- Major Services, including Travel Assistance
- Private Hospital

C) Vision care is provided to a maximum of three hundred and twenty-five ($325.00) dollars. Coverage will be for the employee and any dependents of the employee but will not exceed three hundred and twenty-five ($325.00) dollars in any twenty-four (24) month period.

Eye exam will be covered to a maximum of one hundred and fifty dollars ($150.00). Coverage will be for the employee and any dependents of the employee but will not exceed one hundred and fifty ($150.00) dollars in any twenty-four (24) month period.

The Employer is currently self-insured for vision care and eye exams, so receipts for these items should be provided directly to the Employer for reimbursement.

41.04
Dependents enrolled in vocational training programs, apprenticeship programs, or university or college programs shall be entitled to coverage under the health care plans for the duration of their program if such program qualifies dependent as a full-time student and they are under the age of twenty-five (25).

41.05 Eligibility
Employees must be regularly scheduled to work an average of eighteen (18) hours per week in order to be covered by medical, dental and extended health plans.

41.06 Long Term Disability
The Employer shall provide a long term disability plan as set out in Appendix C Long Term Disability. The Employer shall pay one hundred (100%) percent of the premium.

The Long Term Disability Plan contract will be provided to the Union.

Section 1 — Eligibility

A) Regular full-time and regular part-time employees regularly scheduled to work a minimum of 18 hours per week upon completion of the three (3) month probationary period, become members of the Long Term Disability Plan as a condition of employment.

B) Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the following provisions:
   i) Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits.
   ii) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits and seniority upon expiration of the unpaid leave.
   iii) Employees on long term disability shall be considered employees for the purpose of the Pension Plan.

iv) Employees on long term disability shall have their Group Life Insurance and Employee Accidental Death and Dismemberment Premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day they were was actively at work.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary pursuant to Article 14 and 19.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave, shall be covered by the Medical, Extended Health care, and Dental Plans provided they pay for such coverage in advance on a monthly basis. The premiums for these benefits will be paid by the Employer.

Section 2 — Waiting Period and Benefits

In the event an employee, while enrolled in the Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for one hundred and nineteen (119) days, the employee shall receive a benefit equal to sixty-six point sixty seven percent (66.67%) of monthly earnings, to a maximum of five thousand dollars ($5,000) per month, in accordance with the Plan.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

The long term disability benefit payment shall be made so long as an employee remains totally disabled for up to five (5) years and shall cease on the date of the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of their continuous total disability.

The plan shall include entitlement to indexing based on the Canadian Price Index.

Section 3 — Total Disability Defined

A) Total Disability/Totally Disabled means, during the Elimination Period and the subsequent Own Occupation Period as stated on the Schedule of Benefits for any Class with an Own Occupation Period, such a continuous state of incapacity resulting from Injury or Sickness that the Insured Employee will be completely unable to perform the essential duties of his own occupation at his own or any workplace. After the expiration of the Own Occupation Period, if any, it will mean such a continuous state of incapacity resulting from Injury or Sickness that the Insured Employee is

completely unable to engage in any gainful occupation or perform any work for remuneration or profit for which he is reasonably fitted by education, training or experience.

B) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.

C) During a period of total disability, an employee must be under the regular and personal care of a legally qualified Doctor of Medicine.

D) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under the Long Term Disability Plan.

E) If an employee who is receiving this Long Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five per cent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty per cent (80%) of the employee's earnings at date of disability, the benefit from the Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

The rehabilitation calculation reduces the Long Term Disability benefits by 50% of the earned income during a gradual return to work, up to a maximum of 100% of the pre-disability earnings.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed one hundred per cent (100%) of the employee's indexed pre-disability earnings.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred per cent (100%) of such earnings.

Section 4 — Limitations

Limitations

An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if they are prevented from engaging in that occupation or employment by any

disqualification of or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which they have received benefits provided by the Plan.

In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 — Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which they are insured on the date of commencement of their total disability, subject to any provision for the reduction or termination of insurance contained in the policy on such date and shall include entitlement to indexing as per Section 2 — Waiting Period and Benefits.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

i) Workers' Compensation Act, or similar law;
ii) Department of Veterans' Affairs
iii) Retirement or Pension Plan with any employer;
iv) Any disability provision or any group insurance policy; and
v) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan.

For the purposes of the disability benefit adjudication, CPP is a primary offset. Other income is calculated in the 85% all source maximum (considered in-direct offsets). For WorkSafeBC Benefits, annual increases are taken into account.

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of their income from the above sources.

Section 6 — Successive Disabilities

See Appendix B Recurrent Disability

Section 7 — Expiration of Sick Leave

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, return to their former job, exercising their seniority rights if necessary, pursuant to Article 14 and 19, of the Collective Agreement.

Section 8 — Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of the Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 — Premiums

Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

Section 10 — Claims

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee has advised their Employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

In the event an employee disputes the decision of the claims paying agent, regarding a claim for benefits under the Plan, the employee may request that the claim be re-examined by the claims paying agent. If the employee continues to dispute the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed between the Employer and the Union. Full disclosure of all documents pertaining to the claim shall be provided to the Employee and the Union. Union involvement in claims dispute subject to privacy regulation/disclosure authorization.

Section 11 — Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the

interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. Union involvement in claims dispute subject to privacy regulation/disclosure authorization.

ARTICLE 42 - GROUP LIFE INSURANCE

42.01
The Employer shall provide a group life insurance plan to all eligible employees working more than eighteen (18) hours per week.

42.02
The plan shall provide one (1) times annual earning to the next $1000 (if not already a multiple of $1000) to a maximum benefit of $100,000.

42.03
The plan shall also include coverage for accidental death and dismemberment.

42.04
The Employer shall pay one hundred percent (100%) of the premium.

42.05
On the employee's seventieth (70) birthday, the amount of your insurance will be reduced by fifty percent (50%).

ARTICLE 43 - EMPLOYEE FAMILY ASSISTANCE PROGRAM

The Employer will pay one hundred percent (100%) of the premium to provide a Family Assistance Program to employees and their dependents.

ARTICLE 44 - PENSION PLAN

The Employer will establish a Pension Plan.

1. **Type of Plan**
   The Plan will be a Defined Contribution Pension Plan which will cover regular employees in the bargaining unit.

2. **Education**
   The Plan carrier shall make available**,** to all employees**,** education prior to their enrollment in the Plan. The Plan carrier shall also provide retirement planning or ongoing education to the employees upon request. These sessions shall be at no cost to the employee.

3. **Membership**
   Employees are to be enrolled in compliance with the *Pension Benefits Standards Act* and Regulations.

4. **Contributions**

The Employer will match employee contributions up to 3.75% of straight time earnings.

Effective June 1, 2026	4.0% of straight time earnings
Effective June 1, 2027	4.25% of straight time earnings

5. **Over-contributions**

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

6. **Allocation of Contributions**

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be regularly available, and in any case each member will receive a semi-annual statement of ~~her~~ **their** accumulated balance.

7. **Investment of Contributions**

All contributions will be deposited with Manulife or a mutually agreeable alternative. Investment choices will be directed by plan members subject to available options.

8. **Settlement Terms**

Settlement terms will comply with *Pension Benefits Standards Act* and Regulations.

9. **Vesting**

A) Employer contributions made to the Plan will be vested in the employee on the date the employee starts the plan.

B) On termination of employment before retirement age, employees shall either leave the contributions in the Plan or transfer their locked-in funds to another Registered Plan on a locked-in basis.

10. **Payments to Estate**

In the event of death prior to retirement, the balance of the individual account, based on Employer and employee contributions, will be paid to the estate or designated beneficiary.

11. **Early or Late Retirement**

In the event of early or late retirement (at ages from fifty-five (55) years to seventy-one (71) years), the retiring employee will be entitled to the pension purchasable at the attained age based on the balance of the individual account. In the case of an employee who elects to retain employment with the Employer beyond the age of seventy-one (71), no further contributions will be made from their seventy first (71) birthday, unless by mutual consent between Employer and employee.

12. **Free Pension Shopping**

On retirement, the employee will be provided with free pension shopping for the purchase of an annuity, LIRA or LIF from any company licensed in Canada to provide such products, and will be entitled to a full range of options.

13. **Plan Costs**
    All costs of administration at the Plan level will be borne by the Employer. All extra individual administrative costs will be borne by the employee.

    There will be no charge to employees on contributions, death, termination, or retirement benefits.

14. **Conflict with Legislation**
    Where any of the terms of this Article are in conflict with Provincial or Federal Pension Legislation, or with Revenue Canada Taxation or Pension Plan Registration Regulations, the requirement of the Legislation and/or Regulations will apply.

ARTICLE 45 - EMPLOYMENT INSURANCE COVERAGE

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 46 - UNIFORMS

46.01 Uniforms

Appropriate change rooms must be supplied when employees are required to change clothing at work.

46.02 Joint Committee on Uniforms

Concerns in respect to uniforms may be discussed in Committee under Article 7.

46.03 Uniform Allowance

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs involving the direct care of patients, then a clothing/maintenance allowance of twenty dollars ($20.00)/month shall be paid to full and part-time employees.

This allowance does not apply to non-patient areas.

ARTICLE 47 - PORTABILITY

47.01 Portability

A nurse who was previously employed at South Granville Park Lodge and is rehired within six (6) months of their resignation shall be credited with portable benefits as defined below:

A) **Wages**
Previous service in a similar position classification shall be recognized. Credit given for such service shall carry with it the previous anniversary date.

B) **Annual Vacations**
Vacation entitlement earned during previous employment shall be credited to the employee, and vacations granted shall be in accordance with such previous entitlement (Articles 32.01 and 32.02).

C) **Sick Leave**
The employee shall be credited with any unused accumulation of sick leave from their previous employment, and shall be entitled to sick leave in accordance with the provisions of Article 35, commensurate with their accumulated seniority.

ARTICLE 48 - PREVIOUS EXPERIENCE

New and current employees who are employed for a regular position shall receive the following salary recognition for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

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

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

ARTICLE 49 - MORE FAVOURABLE RATE OR CONDITION

No employee who is at present receiving a more favorable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 50 - PAY DAYS

Employees shall be paid by cheque or direct deposit every second Thursday subject to the following provisions:

A) The statements given to employees with their pay cheques shall include the designation of paid holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, the cumulative amount of special leave credits earned, and an itemization of all deductions.

B) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.

C) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.

D) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.

E) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on their last working day preceding the pay day provided the cheque is available at the work place.

F) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.

ARTICLE 51 - BADGES AND INSIGNIA

Employees shall be required to wear S.G.P.L. name tags. Employees shall be permitted to wear Union pins or Steward badges. Employees shall be permitted to wear pins from recognized health care organizations.

ARTICLE 52 - BULLETIN BOARDS

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 53 - NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer at least twenty-four (24) hours in advance of when the Union representative intends to visit the Employer's place of business for the purpose of conducting Union business.

ARTICLE 54 - UNION ADVISED OF CHANGES

The Union Provincial Office shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

ARTICLE 55 - EMPLOYER PROPERTY

55.01

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

55.02

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

55.03 Exempt and Save Harmless
The Employer will insure:

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

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

ARTICLE 56 - VACCINATION AND INOCULATION

56.01
Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

56.02
The Employer 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 Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 57 - OCCUPATIONAL HEALTH AND SAFETY

57.01 Occupational Health and Safety Committee
The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

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 as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

   In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Industrial Health and Safety Regulations.

B) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular

wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the W.C.B. Industrial Health and Safety Regulations.

C) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety- related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety- related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.

D) 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 increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

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

F) 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.

57.02 Aggressive Patients/Residents

A) When the Employer is aware that a patient/resident has a history of aggressive behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to a patient's/resident's aggressive behavior will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents.

B) The Employer will provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory education per Article 36.01 and 36.03.

C) Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

57.03 Health and Safety Stewards

The Employer agrees to the operation of a Health and Safety Steward system, for the purpose of performing health and safety investigation. The system shall be governed in the following manner:

(1) Health and Safety Stewards may be appointed by the Union on the basis of one (1) steward for every one hundred (100) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Health and Safety Stewards.

(2) Health and Safety Stewards shall have the right to conduct health and safety investigations without loss of pay.

57.04 In-Service

The Employer agrees to provide all employees with periodic in-service training on the following topics:

A) Work injuries
B) Stress management
C) Proper body mechanics
D) Cardio-Pulmonary Resuscitation (CPR)

57.05 Training and Orientation

A) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction.

B) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

57.06 Right to Refuse Unsafe Work

A) No employee shall be directed to work in an area or under conditions which may jeopardize their health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments.

B) The right to refuse unsafe work shall include the right to refuse to perform heavy lifting duties unassisted.

57.07 Employees' Right-To-Know

A) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).

B) The Employer agrees to comply fully with WHMIS regulations.

57.08 AIDS

The Employer agrees to take all possible safety precautions to deal with the threat of the AIDS virus, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with AIDS patients.

57.09 Protective Clothing and Equipment

A) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing and equipment required, including gloves, masks, helmets, safety glasses, coveralls, boots and shoes.

B) All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.

C) All such clothing, tools, and equipment, shall comply with applicable Workers' Compensation Board regulations concerning same.

ARTICLE 58 - CONTRACTING OUT

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

ARTICLE 59 - PROFESSIONAL RESPONSIBILITY CLAUSE

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

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

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

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

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.

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

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 Facility Administrator and the BCNU. The Administrator shall meet with the employee to discuss resolution of the concern. At the employee's request, the employee may be accompanied by a Union Steward.

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

If the employee is not satisfied with the written response from the Administrator, the employee with a Union representative may make a presentation to a Troubleshooter as per Article 8.

ARTICLE 60 - VOLUNTEERS

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

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 61 - PRINTING OF THE AGREEMENT

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

The Agreement shall be printed in a Union shop and bear a recognized Union label.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

Any costs associated with the printing of this agreement, shall be shared equally between the Employer and Union.

ARTICLE 62 - VARIATIONS

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

ARTICLE 63 - SAVINGS CLAUSE

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

A) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
B) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

C) If a mutual agreement cannot be struck as provided in (B) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

ARTICLE 64 - EFFECTIVE AND TERMINATION DATES

64.01 Effective and Terminating Dates

The Agreement shall be effective from January 1, 2025 and shall remain in force and be binding upon the parties until December 31, 2027 and thereafter until a new collective agreement has been reached.

64.02 Effective Date of Wages and Benefits

All non-compensatory provisions, wages and benefits shall be effective from date of ratification unless otherwise specified in this Collective Agreement.

64.03 Retroactivity

Employees shall be paid full retroactivity of the increase in wages retroactive to their effective dates.

64.04

It is agreed that the operation of Subsection 2 of Section 50 of the BC *Labour Relations Code* is excluded from this Agreement.

ARTICLE 65 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

65.01

Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

65.02

The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

ARTICLE 66 - WAGE SCHEDULE CLASSIFICATION

Job Profile Level 1
The main purpose of jobs at this level is to provide direct nursing care to residents in the facility, including assessment and follow up treatment.

These jobs require the use of a significant body of nursing knowledge and skill to assess and treat patients and to teach patients/clients/residents and their families. Care is provided through activities such as planning, implementing, and evaluating care; teaching and counselling clients/patients/residents; identifying and documenting client/patient/resident status; and collecting data. Some jobs also coordinate the flow of care for clients/patients/residents by liaising with a range of health care professionals and organizations.

Employees at this level are responsible for completing their own work assignment and may provide guidance or direction to other staff. The work is frequently performed under a variety of unpleasant or unpredictable working conditions including exposure to hazards or disease.

Job Profile Level 2
The main purpose of jobs at this level is to coordinate and supervise others who deliver direct resident care. These jobs may involve some aspects of the provision of direct care as noted in Level 1, but employees at this level also have first-line supervisory responsibilities for other staff. These other staff may or may not formally report to another position in the organization.

First-line supervisory activities include ongoing responsibility for making or adjusting assignments; scheduling and coordinating the use of staff, equipment, and other resources; and evaluating the work of others. Work is usually performed under a variety of unpleasant, hazardous or unpredictable working conditions, however, it may also be performed in an office environment.

Job Profile Level 3
The main purpose of jobs at this level is to administrate, oversee, and coordinate the delivery of direct resident care. These jobs carry overall responsibility for the supervision of staff and for the effectiveness of care being provided.

Jobs at this level include activities such as selecting and supervising staff; delegating work; conducting performance evaluations; administration of the use of resources and interpreting, monitoring and changing policies, procedures, and/or standards relating to resident care. Jobs also carry line-responsibility for making training/staff development decisions for subordinate staff. Work may be performed in an office environment or under a variety of unpleasant, hazardous or unpredictable working conditions.

ARTICLE 67 - PARKING

The Employer agrees to continue the current practice of providing twelve (12) free off-street parking spaces to all employees on a first-come, first-served basis, subject to resident demand for parking.

ARTICLE 68 – EMPLOYEE REQUESTED LEAVE

The Employer shall grant two (2) days education leave of absence with pay for regular employees, subject to management approval, for attending professional development or education opportunities, directly related to the employee's profession as a nurse.

Such education leave of absence cannot exceed two (2) workdays per year and is not to be unreasonably denied.

ADDENDUM - CASUAL CALL-IN

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

    a) vacation relief
    b) sick leave relief
    c) education relief
    d) maternity leave relief
    e) compassionate leave relief
    f) union business relief
    g) educational leave relief
    h) such other leave relief as is provided by the Collective Agreement; or
    in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than sixty (60) calendar days where there is no regular incumbent.

2. Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the Employer or the employee's control).

3. Casual employees shall be called in to work in the order of their seniority.

4. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14, 15 and 19 of the Agreement.

5. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

6. Casual employees are entitled to all benefits of this Agreement except the following:

    a) Article 12 - Probationary Period
    b) Sections 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09 and 14.10 of Article 14 - Seniority
    c) Section (C) of Article 15 - Job Postings and Applications
    d) Article 18 - Technological, Automation and Other Changes
    e) Article 19 - Reduction in the Work Force
    f) Article 20.01 - Employer's Notice of Termination

g) Article 21 - Scheduling Provisions
h) Sections 23.01(B) and 23.01(C) of Article 23 - Overtime
i) Article 32 - Vacations
j) Article 33 - Compassionate Leave
k) Article 35 - Sick Leave, W.C.B., Injury-On-Duty
l) Article 36 - Educational Leave
m) Article 37 - Jury Duty
n) Article 38 - Leave - Unpaid
o) Article 39 - Maternity Leave and Parental Leave
p) Article 40 - Adoption Leave
q) Article 41 - Health Care Plans, except as per #14 of this addendum
r) Article 42 - Group Life Insurance Plan
s) Article 44 - Pension Plan
t) Article 47 - Portability

7. Casual employees shall accumulate seniority on the basis of the number of hours worked.

8. The manner in which casual employees shall be called to work shall be as follows:
   a) Casual employees registered for casual work shall notify the Employer one (1) pay period in advance of the date and times they will be available to work in the upcoming two (2) pay periods (the schedule of pay period dates will be posted in the work site). The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
   b) The Employer shall maintain a master casual seniority list which shall include a list of all casual employees employed by the Employer in descending order of their seniority, including their hours of seniority.
   c) The Employer shall contact casual employees in the preferred manner provided by the employee which may include one of telephone, text message, email or other similar means of electronic communication which can be facilitated by the Employer. The Employer shall commence by contacting the most senior employee on the master list. Only one contact need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of five (5) times. If the employee is not reached a message will be left.
   d) All such contacts shall be recorded in a log book maintained for the purpose which shall show the name of the employee contacted, the time of vacancy, the time that the ~~call~~ contact was sent, the type of contact, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the contact, and the signature of person who made the contact. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
   e) If the casual employee who is being contacted fails to respond or declines the invitation to work, the Employer shall then contact the next most senior employee on the master list and so on until a casual employee is found who is ready, willing and able to work.

f) In order to facilitate the skill development of newly hired casual employees, the employer may, at its discretion, assign four (4) shifts to the new employee before available shifts are offered to other casual employees.

9. Casual employees shall not be dismissed except for just and proper cause.

10. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

11.

a) The master casual employee seniority list shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered on the master list in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to the master list as applicable in the order that they are hired.

b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

c) Within two weeks of each adjustment date the Employer shall send to the Head Office of the Union a revised copy of the master casual seniority list.

12.

a) Except for regular employees who transfer to casual status under Section 16, casual employees shall serve a probationary period of four hundred and fifty (450) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12 of the Collective Agreement.

c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.

13. For purposes of comparing the seniority of a casual and regular employees, the casual employee will be assigned a seniority date based on hours worked.

    Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to the maximum of the annual full time equivalent (1957.5) hours per year.

14. Casual employees shall receive eleven point two (11.2%) percent of their straight time pay in lieu of scheduled vacations and paid holidays.

15. Health and Welfare Coverage

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

    An employee making such an election under this provision must enrol in each and every one of the benefit plans and shall not be entitled to except any of them. Where a casual employee subsequently elects to withdraw from the benefits plans, they must withdraw from all three plans. Casual employees failing to maintain the required payments, shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enrol.

    b) A casual employee who works in excess of four hundred and fifty (450) hours will be paid two percent (2%) of earnings in lieu of benefit coverage for all hours worked in excess of the four hundred and fifty (450) hours.

16. A regular employee who is laid off shall be entitled as a right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours.

17.
    a) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum, Part-Time Employees.

    b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.

    c) Regular part-time employees shall be called in for casual work in order of seniority only after the employer has contacted all current casual employees.

18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ADDENDUM – REGULAR PART-TIME EMPLOYEES

A) **Vacation and Sick Leave**
Vacation and sick leave entitlement shall be in proportion to the number of hours worked/year.

B) **Paid Holidays**
A regular part-time employee who has worked at least fifteen (15) of the last thirty (30) days prior to the paid holiday shall be entitled to a paid holiday with pay based on their normal scheduled shift hours.

A regular part-time employee who has not worked at least fifteen (15) of the last thirty (30) days prior to the paid holiday shall be entitled to a paid holiday in proportion to the number of hours worked in the thirty (30) calendar days prior to the paid holiday.

C) **Qualifying Period**
Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

D) **Increment Progression**
Based on calendar length of service with the Employer.

E) **Seniority**
Seniority for regular part-time employees is defined as the length of the employee's continuous employment (whether full time or part-time) from the date of commencement of regular employment, plus any seniority accrued while working as a casual employee of the Employer.

APPENDIX A

SOUTH GRANVILLE AND BCNU
WAGE SCHEDULES

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Current	**$41.42**	**$43.00**	**$44.58**	**$46.20**	**$47.82**	**$49.44**	**$51.06**	**$52.68**	**$54.29**	**$55.91**
Jan 1/27 2.25%	**$42.35**	**$43.97**	**$45.58**	**$47.24**	**$48.90**	**$50.55**	**$52.21**	**$53.87**	**$55.51**	**$57.17**

Employees employed on the date of ratification who are earning a rate of pay higher than the rate listed above as of the date of ratification (due to recognition pay associated with Provincial Wage Levelling) will have their current rate of pay red-circled, and will continue to earn that rate of pay until their rate of pay under Appendix A exceeds that rate.

NOTE:

1. Employees will be paid on the increment step which corresponds to their service with the Employer and their previous experience applied in accordance with Article 48.

APPENDIX B

LONG TERM DISBILITY BENEFIT PROVISION

SCHEDULE OF BENEFITS

Employee Long Term Disability Benefit

Benefit Amount All Divisions & Classes	66.7% of Monthly Earnings
Benefit Maximum All Divisions & Classes	$5,000 per month
No Evidence Limit	All amounts of Long Term Disability insurance in excess of $4,800 will be granted only subject to evidence of insurability satisfactory to the Company.
Elimination Period All Divisions & Classes	Injury 119 days Sickness 119 days
Maximum Benefit Period All Divisions & Classes	5 years
Own Occupation Period All Divisions & Classes	the first 2 years of any benefit period for the purposes of the "Total Disability" definition.
Integration All Divisions & Classes	Primary CPP/QPP Benefits.
Termination Age All Divisions & Classes	Employee's 65th birthday less the Elimination Period or prior retirement
Tax Status All Divisions & Classes	Benefits payable under this Provision are Non Taxable.

Definitions

"**Accident**" means a single, sudden, violent, unintended, unexpected, external event that causes a disability, independent of any other cause.

"**Injury**" means accidental bodily injury sustained by the Insured Employee, while this Provision is in force, which directly and independently of all other causes results, within 90 days of the date of the accident, in Total Disability as hereinafter defined.

"**Medical Care**" will mean any necessary medical investigation, tests, diagnosis, treatment, services, care, attendance, consultation, medical advice, planned or pending surgery, drugs and medicines (either prescription or non-prescription), or referral to another health care professional, as a result of a diagnosed or undiagnosed medical condition. Medical Care must be ordered by a Physician or other authorized health care professional in the treatment of the Sickness or Injury.

"**Motorized Vehicle**" means a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

"**Substance Abuse**" includes, but is not limited to: (i) the abuse of medication (prescribed or non-prescribed), drugs or alcohol; (ii) the use of illegal or experimental drugs or products; (iii) any other drug addiction or substance abuse disorder; and (iv) any condition arising from the abuse of such medication, drugs or alcohol.

"**Sickness**" means any illness or disease of the Insured Employee not specifically excluded elsewhere in this Provision, which causes Total Disability as defined below, while this Provision is in force. Any disability which is caused by, or is contributed to by, accidental bodily injury and which commences more than 90 days after the date such Injury is sustained, will be deemed to be resulting from Sickness. Any infection, other than a pyogenic infection, occurring through and at the time of an accidental cut or wound, will also be deemed to be as resulting from Sickness.

"**Total Disability/Totally Disabled**" means, during the Elimination Period and the subsequent Own Occupation Period as stated on the Schedule of Benefits for any Class with an Own Occupation Period, such a continuous state of incapacity resulting from Injury or Sickness that the Insured Employee will be completely unable to perform the essential duties of his own occupation at his own or any workplace. After the expiration of the Own Occupation Period, if any, it will mean such a continuous state of incapacity resulting from Injury or Sickness that the Insured Employee is completely unable to engage in any gainful occupation or perform any work for remuneration or profit for which he is reasonably fitted by education, training or experience.

The availability of work will not be considered by the Company in assessing the Insured Employee's Total Disability.

An Insured Employee who must hold a permit or licence, including a driver's licence, to perform his duties will not be considered Totally Disabled solely because such a permit or licence has been withdrawn or not renewed.

"**Monthly Earnings**" means, where used in this Provision and on the Schedule of Benefits with respect to each Insured Employee, the regular monthly fixed gross remuneration or its monthly equivalent he receives from the Policyowner, but will not include, unless otherwise approved by the Company in writing, commissions, overrides, bonuses, allowances, dividends, or other forms of remuneration, the amount of which is not predetermined, nor will it include in the calculation of a benefit any increase in earnings granted or effective in the 60 day period immediately prior to the commencement of Total Disability which is more than l0% above the immediately prior level of earnings.

"**Take-home Pay**" means the Insured Employee's after-tax income equal to his Monthly Earnings less one twelfth of the annual Federal and Provincial Income Tax payable. Income Tax is determined by the Insured Employee's province of residence and the Net Claim Code as specified on the most recent Federal and Provincial TD1 forms on record with the Policyowner. Failure to provide a TD1 form will result in a Net Claim Code based solely on the basic personal amount.

"**Scheduled Benefit"** means, subject to Evidence of lnsurability, the lesser of the Benefit Amount using the Monthly Earnings last reported to the Company and the Benefit Maximum for this Provision as indicated on the Schedule of Benefits. However, if such Evidence of lnsurability is required and not approved, the Employee's Scheduled Benefit will be limited to:

a) zero, if the Employee has applied for insurance more than 31 days after he became eligible and the Plan is Non-Mandatory, or
b) the No Evidence Limit, if the Scheduled Benefit would have exceeded the No Evidence Limit had the Evidence of lnsurability been approved, or
c) the Scheduled Benefit prior to submitting the Evidence of lnsurability, if such benefit exceeds the No Evidence Limit.

Notwithstanding the above, if this Provision replaced a prior group policy which provided disability coverage at the time of policy termination and provided a benefit period of at least two years duration, and the prior policy terminated within 31 days immediately preceding the Effective Date of this Provision, Evidence of lnsurability will be required for the Scheduled Benefit in excess of the greater of:

a) the No Evidence Limit as stated on the Schedule of Benefits, and
b) the individual Employee's amount of disability insurance last in force.

"**Elimination Period**" means the initial period of continuous Total Disability of an Insured Employee during which no Long Term Disability Benefit is payable. The duration of the Elimination Period will be shown on the Schedule of Benefits for this Provision.

Waiver of Premium

Premiums for this Provision will be waived for an Insured Employee when they fall due during any period for which a Long Term Disability Benefit is payable to the Insured Employee under this Provision.

Right of Recovery

The Insured Employee will be deemed to have received a benefit in excess of what should have been paid if the Insured Employee fails to apply or fails to apply satisfactorily for disability income benefits as outlined under Amount of Long Term Disability Benefit Payable, that otherwise would have been payable had such application been made.

This clause must be read in conjunction with the Right of Recovery clause as outlined in the General Provisions section of this Policy.

Payment of Long Term Disability Benefit

Upon receipt at its Head Office of proof satisfactory to the Company, on the Company's claim forms, that an Insured Employee has been continuously Totally Disabled while insured under this Provision, for a period in excess of the applicable Elimination Period, and is otherwise eligible, and under the care of an appropriate Physician (other than himself), the Company will pay to the Insured Employee the Long Term Disability Benefit as hereinafter determined, for each calendar month that such Total Disability continues beyond the later of:

a) the end of the Elimination Period, and
b) the date the Insured Employee is no longer entitled to receive benefits under a weekly indemnity or short term disability plan.

Payments will be payable monthly in arrears. For any benefit period of less than one calendar month the amount of benefit income will be one-thirtieth of the said Long Term Disability Benefit for each day of such Total Disability.

Insured Employee's Responsibilities

During any period of Total or Partial Disability, the Insured Employee must make reasonable efforts to:

a) facilitate recovery from the Injury or Sickness that caused the Total Disability,
b) participate in any reasonable Medical Care and/or rehabilitation program,
c) accept any reasonable offer of modified duties from the Policyowner,

d) return to the Insured Employee's own occupation, or prepare to return to work in another occupation if it becomes apparent that the Insured Employee will not be able to return to their own occupation, and
e) obtain any benefits that may be available from other sources.

If the Insured Employee fails to comply with any of these responsibilities, the Company may withhold or discontinue benefits.

Recurrent Disability

The Elimination Period for any period of Total Disability arising from the same or a directly related cause as a prior period of Total Disability for which a partial Elimination Period has already been served, will be reduced by such partial Elimination Period, provided the new period of Total Disability commences within 31 days after termination of the prior period of Total Disability and while this Provision is in effect.

The Company will waive the Elimination Period otherwise required in respect of a period of Total Disability arising from the same (or a directly related) cause as the cause of a prior period of Total Disability which extended beyond the Elimination Period, if such period of Total Disability commences within 180 days after termination of the prior period of Total Disability. The amount of benefit for successive periods of disability are determined from the Long Term Disability Benefit effective on the date the initial period of Total Disability began.

Where successive periods of Total Disability arise from the same or a directly related cause and are separated by an interval of no more than 180 days, such successive periods will be considered to be one period of Total Disability for the purposes of applying the Maximum Benefit Period.

Rehabilitation

An Insured Employee who is receiving Long Term Disability benefits under this Provision may be required to participate in a rehabilitation program to assist him in returning to gainful employment, either to his pre-disability occupation or to another occupation. If the Insured Employee is receiving remuneration under such program, the amount of the Long Term Disability Benefit otherwise payable under this Provision will be reduced by 50% of such remuneration.

The decision to approve or discontinue a rehabilitation program for the Insured Employee will be made solely by the Company, which is under no obligation to approve or continue rehabilitation.

Any Long Term Disability Benefit payable under this Provision may be further reduced so that the income received from such rehabilitation program together with the total income received from all sources listed in the Amount of Long Term Disability Benefit Payable section (clauses a) to f) inclusive) of this Provision does not exceed 100% of the Insured Employee's Indexed Pre-Disability Earnings.

Indexed Pre-Disability Earnings of an Insured Employee means:

a) In the first year of Insured Employee's Disability the average of:
   - Monthly Earnings, if the Long Term Disability Benefit is taxable, or
   - Take-home Pay if the Long Term Disability Benefit is non-taxable,

   during the 12 month period immediately prior to commencement of Total Disability.

b) After the first year of Insured Employee's Disability:
   - the previous year's Indexed Pre-Disability Earnings will be increased on each anniversary of the date of disability only if an Insured Employee is participating in a paid return to work program approved by the Company.

The amount of each annual increase will equal the lesser of (a) the rate of the annual increase in the annual Consumer Price Index as published by Statistics Canada (or similar index published by a government agency succeeding Statistics Canada) for the preceding calendar year or (b) 10 percent.

Any expenses associated with a rehabilitation program approved by the Company, other than normal employment expenses such as transportation, will be paid by the Company as long as the Company approves the expenses in advance. Expenses will not be covered if the Company notifies the Insured Employee that the rehabilitation program is no longer approved or that it will no longer accept previously approved expenses.

If an Insured Employee ceases to be available, co-operate or participate in a rehabilitation program approved by the Company, the Insured Employee will no longer be entitled to Long Term Disability Benefits. If the Insured Employee is not participating in a rehabilitation program because of a change in his medical status, the Company will require medical evidence documenting how the Insured Employee's inability to continue with the rehabilitation program is due to a covered Injury or Sickness.

Partial Disability

For any Class with an Own Occupation Period as indicated on the Schedule of Benefits, Partial Disability occurs when, as a result of Injury or Sickness which caused Total Disability, the Insured Employee:

a) is able to perform one or more, but not all of the of essential duties of his own occupation on a full-time or part-time basis; or
   is able to perform all of the essential duties of his own occupation on a part-time basis; and
b) still requires the regular attendance of a Physician; and
c) earns greater than 15% of his Indexed Pre-Disability Earnings.

Payment and Duration of the Partial Disability Benefit

Payment of a Partial Disability Benefit will be made if, Partial Disability for the same or related cause, follows a period of Total Disability equal to the Elimination Period indicated on the Schedule of Benefits, plus one day or more, and the Insured Employee earns more than 15% of his Indexed Pre-Disability Earnings.

The Partial Disability Benefit will be equal to the Long Term Disability Benefit less 50% of the income earned during the same period and is payable only during the Own Occupation Period indicated on the Schedule of Benefits.

Any Long Term Disability Benefit payable under this Provision may be further reduced so that the income received from all sources listed under the Amount of Long Term Disability Benefit Payable section (clauses a) to g) inclusive) does not exceed 100% of the Insured Employee's Indexed Pre-Disability Earnings.

Amount of Long Term Disability Benefit Payable

Where the Schedule of Benefits indicates Primary Integration, the amount of Long Term Disability Benefit payable in any month to a Totally Disabled Insured Employee under this Provision will be the lesser of:

1) the Scheduled Benefit less:
   - the initial monthly disability benefit the Insured Employee is entitled to under the Canada/Quebec Pension Plan excluding any Dependent benefits and excluding any cost-of· living index increases that occur after the time of commencement of payment of any disability pension under the Canada/Quebec Pension Plan, and
   - any disability benefit the Insured Employee is entitled to under any workplace safety legislation
     (e.g. Workplace Safety and Insurance Act, 1997) or similar legislation, and
   - any disability benefit the Insured Employee is entitled to under an automobile insurance plan deemed to be first payor of benefits, and
2) the Benefit less the amount of disability income from all sources stated in the next paragraph which exceeds 85% of the Insured Employee's Indexed Pre-Disability Earnings.

The following sources of income will be included when calculating the amount in 2) above:

a) the Scheduled Benefit,
b) any benefit the Insured Employee is entitled to from Canada/Quebec Pension Plan,
c) any other group or franchise insurance plan providing income benefits for disability,
d) any salary continuation from the Policyowner,
e) any retirement or disability Income from any employee benefit plan arrangement of the Policyowner,

f) any loss of time benefit the Insured Employee is entitled to under any other government-sponsored insurance or pension plan, and
g) any salary replacement cash dividend income received by an Insured Employee from the Policyowner while receiving Long Term Disability benefits from the Company if such Insured Employee's Monthly Earnings includes salary replacement cash dividend income.

Should an Insured Employee receive income from any of the above sources of income which is payable:

i) as a retroactive award, benefit payments will be adjusted to reflect any overpayment that may have been made; and/or
ii) other than monthly, such income will be converted to a monthly basis.

Exclusions and Reduction of Coverage

a) Subject to any applicable law the benefits of this Provision will not apply if the Insured Employee's Total Disability results directly or indirectly from any one or more of the following:

- suicide, attempted suicide, or intentional self-inflicted injury;
- the voluntary or intentional inhalation or administration of drugs, poison, poisonous substances, gas or fumes;
- insurrection, war, invasion, enemy acts, civil war rebellion, revolution, military power, usurped power, or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- the participation in, or attempt to participate in, a criminal offence, under any applicable law, whether or not convicted of such offence;
- treatments rendered for cosmetic purposes (as determined by the Company) except when such treatment is necessitated by accidental Injury; or
- injuries sustained from the operation of a Motorized Vehicle while a Person lnsured's ability to drive is impaired as a direct result of Substance Abuse or while having drug or alcohol levels that exceed the maximum levels allowable by law in the jurisdiction where the Accident occurred.

b) For any disability incurred prior to or during a Pregnancy/Parental Leave of Absence, the Elimination Period may commence or continue
- during the period that commences on the earlier of the elected date of a formal
- Pregnancy/Parental Leave or the delivery date; or
- during any formal Pregnancy/Parental Leave taken pursuant to provincial or federal law or pursuant to mutual agreement between the Insured Employee and the Policyowner; or

- during any period for which Employment Insurance Pregnancy and/or Parental benefits are paid; however,

no payment will commence or continue until the later of the completion of the Elimination Period and the scheduled return to work date of the Insured Employee.

c) Long Term Disability Benefit payments do not commence or continue in any 12 month period in which the Insured Employee is not a resident in Canada for a minimum of 6 months.

d) No Long Term Disability Benefit is payable for disabilities that result from Substance Abuse, unless the Insured Employee is receiving and complying with continuous treatment for such Total Disability from a rehabilitation centre, a provincially designated institution, or is actively involved in and following a program of rehabilitation which is supervised by a Physician and approved by the Company.

e) No Long Term Disability Benefit is payable for any period during which the Insured Employee is serving a sentence for a criminal offence and is confined in a prison or other place of detention including but not limited to, a hospital, mental Institution, a halfway facility or private residence (under house arrest).

f) Pre-existing Conditions

No Long Term Disability Benefit is payable for any period of Total Disability that begins during the first twelve months of coverage of an Insured Employee, if such Total Disability was directly or indirectly the result of an Accident, Injury or Sickness for which:

a) the Insured Employee received Medical Care by a Physician or other health care professional, or,

b) for which medication (either prescription or non prescription) was recommended by a Physician or other authorized health care professional,

during the ninety day period immediately prior to the effective date of such coverage.

The Company reserves the right to request clinical notes and records from the Insured Employee's primary care Physician or any other health care professional who provided Medical Care to the Insured Employee.

Where coverage has been reinstated, the twelve month period must be satisfied from the reinstatement date. However, if the reinstatement immediately follows a leave of absence or lay-off of which the Company has been notified in advance, then the periods before and after the leave of absence or lay-off will be included to satisfy the twelve month requirement.

This limitation applies where an Insured Employee was insured under a prior policy with the same employer up to the date it terminated and which provided a benefit period of at least two years and which terminated within the thirty-one days immediately preceding the effective date of the Long Term Disability Benefit. When this limitation applies, the effective date of the Insured Employee's insurance, for the purpose of this limitation only, will be the last effective date of his insurance under the prior policy. However, this limitation does not apply to such Insured Employee if the prior policy did not contain a similar pre-existing conditions limitation.

Termination of Long Term Disability Benefit

Payment of the Long Term Disability Benefit will terminate on whichever of the following first occurs:

a) the Insured Employee ceases to be Totally Disabled; or
b) the Maximum Benefit Period ends; or
c) the Insured Employee dies, or
d) the Insured Employee engages in any occupation for wage or profit except as permitted under any Rehabilitation program or any Partial Disability Benefit provided herein; or
e) The Company deems the Insured Employee has failed to furnish satisfactory evidence of Total Disability, or fails to submit to medical examinations as required by the Company; or
f) the Insured Employee is no longer under the continuing care of an appropriate Physician (other than himself), qualified to treat the specific ailment causing the Total Disability, where it is generally recognized that such Total Disability can be treated; or
g) the date the Insured Employee fails to participate in or fails to comply with an appropriate treatment program satisfactory to the Company; or
h) the date the Insured Employee does not attend a medical, psychiatric, psychological, educational and/or vocational examination or evaluation by an examiner selected by the Company; or
i) the attainment of the Termination Age of the Insured Employee as stipulated on the Schedule of Benefits.

MEMORANDUM OF AGREEMENT #1

REGULAR PART TIME EMPLOYEES

The employer agrees that it will not create any new regular part time positions which are less than eighteen (18) hours per week, nor will it reduce any current regular part time positions to less than eighteen (18) hours per week.

MEMORANDUM OF AGREEMENT #2

RE: PSYCHOLOGICAL HEALTH AND SAFETY IN THE WORKPLACE

Background

The National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard); the first of its kind in the world, is a set of voluntary guidelines, tools and resources intended to guide organizations in promoting mental health and preventing psychological harm at work.

Adopting the Standard can help organizations with:

- Productivity
- Financial Performance
- Risk Management
- Organizational Recruitment
- Employee Retention

Resources
https://www.csagroup.org/article/cancsa-z1003-13-bnq-9700-803-2013-r2018/
https://www.csagroup.org/article/spe-z1003-implementation-handbook/

The Employer will provide assistance and resources to the Occupational Health and Safety Committee to implement the above Standard. The committee will collaborate with the employees and the BC Nurses' Union in developing the plan.

MEMORANDUM OF UNDERSTANDING #1

EARLY SAFE RETURN TO WORK

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

Participation in the program shall be considered a part of the treatment/rehabilitation process and the participation of the employee's physician will be sought. Depending on the employee's circumstances the process may be supernumerary.

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

A written program for the employee will include:

1. An overview of the employee's program plan, including its expected outcome and end date. (Programs shall not exceed six months).

2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.

3. A detailed outline of Employer and employee responsibilities under the program.

4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

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

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

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, and group life which shall be paid in accordance with Articles 41 and 42.

SIGNATURE OF THE PARTIES

Signed for the South Granville Park Lodge

Grady Tyler, Chief Spokesperson

Date:

JC Chang

Date:

Signed for British Columbia Nurses' Union

Ivo Dimitrov, Labour Relations Officer - Independent Bargaining

Date:

Rhodora Flores, BCNU Bargaining Committee Member

Date:

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