2025-2027

COLLECTIVE AGREEMENT

BETWEEN

SUNRIDGE PLACE SENIORS COMMUNITY

AND

THE BRITISH COLUMBIA NURSES' UNION

January 1, 2025 – December 31, 2027

TABLE OF CONTENTS

Contents

ARTICLE 1 — PREAMBLE AND DEFINITIONS 1
1.01 Preamble 1
1.02 Definitions 1
ARTICLE 2 — PURPOSE OF AGREEMENT 2
ARTICLE 3 — MANAGEMENT RIGHTS 2
3.01 General Rights 2
3.02 Employer Policies 2
ARTICLE 4 — UNION RECOGNITION 2
4.01 Union Recognition 2
4.02 Scope of Agreement 2
ARTICLE 5 — UNION SECURITY 2
5.01 Security 2
5.02 Union Deductions 2
ARTICLE 6 — UNION RIGHTS AND ACTIVITIES 3
6.01 Individual Agreement 3
6.02 Contracting Out 3
6.03 Employer's Business 3
6.04 Stewards 4
6.05 Union Representative Visits 4
6.06 Personnel File 4
6.07 Records Removed 5
6.08 Copies of the Agreement 5
6.09 New Employees 5
6.10 List of New and Departed Employees 5
6.11 Bulletin Boards 6
ARTICLE 7 — STRIKES OR LOCK-OUTS 6
ARTICLE 8 — UNION/MANAGEMENT COMMITTEE 6
8.01 Composition of Committee 6
8.02 Chair 6
8.03 Meetings 6
8.04 Purpose of the Committee 6
8.05 Scope of the Committee 6
8.06 Stewards 6
8.07 Minutes 7
ARTICLE 9 — GRIEVANCES 7
9.01 Discussion of Differences 7
9.02 Grievance Procedure 7
9.03 General Application Dispute 8
9.04 Amending Time Limits 8
9.05 Resolution of Employee Dismissal or Suspension Disputes 8
9.06 Deviation from Grievance Procedure 9
ARTICLE 10 — ARBITRATION 9
10.01 Arbitration 9
10.02 9
10.03 9
10.04 9
10.05 9

10.06 Time Limits 9
10.07 Expedited Arbitration 10
ARTICLE 11 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT 10
11.01 Restriction of Employee Status 11
11.02 Regular Full-Time Employees 11
11.03 Regular Part-Time Employees 11
11.04 Relief Employees 11
ARTICLE 12 — ANNIVERSARY DATE AND INCREMENTS 13
12.01 Definition 13
12.02 Anniversary Date 13
12.03 Leave 13
ARTICLE 13 — SENIORITY 14
13.01 Definition 14
13.02 Employment in Excluded Positions and Within Other Bargaining Units 14
13.03 Seniority Lists 14
ARTICLE 14 — PROBATIONARY PERIOD 14
ARTICLE 15 — TERMINATION OF EMPLOYMENT 14
15.01 Employee Termination 14
15.02 Waiver of Notice 15
15.03 Notice - Penalty 15
15.04 Employer Terminations 15
ARTICLE 16 — EMPLOYEE EVALUATION 15
16.01 Evaluations 15
16.02 Employee Rights 15
ARTICLE 17 — VACANCY POSTINGS 16
17.01 Postings 16
17.02 Temporary Appointments and Postings 16
17.03 Temporary Positions 16
17.04 Posting of Successful Candidate 16
ARTICLE 18 — PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS 17
18.01 First Consideration 17
18.02 Filling Vacancies 17
18.03 Qualifying Period 17
18.04 Orientation and Training 17
18.05 Returning to Formerly Held Position 17
ARTICLE 19 — LAY-OFF & RECALL 18
19.01 Lay-Off 18
19.02 Recall 19
19.03 Benefits Continued 19
19.04 Recall Period 19
ARTICLE 20 — TECHNOLOGICAL CHANGE 19
20.01 Notice 19
20.02 Technological Policy 19
20.03 Wages on Reassignment 20
20.04 20
20.05 Lay-off Due to Technological Change 20
ARTICLE 21 — CREATION OR CHANGES IN CLASSIFICATION 20
21.01 20
21.02 20
21.03 20

ARTICLE 22 — JOB DESCRIPTIONS **20**
ARTICLE 23 — WORK SCHEDULES **20**
23.01 Master Work Schedule 20
23.02 Determination of Work Schedules 21
23.03 Posting of Work Schedules 21
23.04 Insufficient Notice 21
23.05 Voluntary Shift Exchange 21
23.06 Three Different Shifts Worked 21
ARTICLE 24 — HOURS OF WORK, MEAL PERIODS, REST PERIODS **21**
24.01 Hours of Work 21
24.02 Consecutive Hours of Work 21
24.03 Meal Periods 21
24.04 Rest Periods 22
24.05 On-Call Time 22
24.06 Standard/Daylight Savings Time Change 22
ARTICLE 25 — OVERTIME **22**
25.01 Definition 22
25.02 Employee's Right to Decline Overtime 22
25.03 Record 23
25.04 Overtime Pay Calculation 23
ARTICLE 26 — SHIFT PREMIUM AND WEEKEND PREMIUM **23**
26.01 Shift Premium 23
26.02 Weekend Premiums 23
ARTICLE 27 — RESPONSIBILITY PAY **23**
ARTICLE 28 — NON-DISCRIMINATION **24**
ARTICLE 29 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM **24**
29.01 Joint Occupational Health and Safety Committee 24
29.02 Medical Examinations 25
29.03 Safe Workplace 25
29.04 Transfer of Pregnant Employees 25
29.05 Provision for Immunizations 25
29.06 Workload 26
ARTICLE 30 — LEAVE - COMPASSIONATE **26**
30.01 Application 26
30.02 Leave - With Pay 26
30.03 Leave - Without Pay 26
ARTICLE 31 — LEAVE - COURT APPEARANCE **26**
ARTICLE 32 — LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS **26**
32.01 Transfer of Function 26
32.02 In-Service Programs 26
32.03 General Education Programs 27
ARTICLE 33 — LEAVE - ELECTIONS **27**
ARTICLE 34 — LEAVE - GENERAL **27**
34.01 Application 27
34.02 Notice 28
34.03 Increments 28
ARTICLE 35 — PARENTAL LEAVE **28**
35.01 Natural Mother 28
35.02 Natural Father 29
35.03 Adoptive Parents 30
35.04 Return To Employment 31

35.05 Bridging of Service 31
ARTICLE 36 — LEAVE - PAID HOLIDAYS 31
36.01 Paid Holiday Entitlement 31
36.02 Payment for Paid Holidays 32
36.03 Work On A Paid Holiday 32
36.04 Paid Holiday Coinciding With A Vacation 32
36.05 Scheduling of Paid Holidays 32
ARTICLE 37 — LEAVE - PROFESSIONAL MEETINGS 33
ARTICLE 38 — LEAVE - PUBLIC OFFICE 33
ARTICLE 39 — LEAVE - SICK 33
39.01 Accumulation 33
39.02 Payment 33
39.03 Proof of Sickness 33
39.04 Benefits Accrue 33
39.05 Notice Required 33
39.06 Expiration of Sick Leave Credits 34
39.07 Leave - Workers' Compensation 34
39.08 Enforceable Legal Claim 34
39.09 Appointments 34
39.10 Sick or Injured Prior to Vacation 35
39.11 Voluntary Treatment 35
ARTICLE 40 – ON-CALL, CALL-BACK 35
40.01 Definitions 35
40.02 Application 35
40.03 On-Call 35
40.04 Call-Back 35
40.05 Application of Call-Back 36
40.06 Call-Back Travel Allowance 36
40.07 Call-In 36
40.08 Insufficient Off-Duty Hours 36
ARTICLE 41 — LEAVE - UNION 37
ARTICLE 42 — LEAVE - VACATION 38
42.01 Vacation Entitlement 38
42.02 Scheduling of Vacation 38
42.03 Vacation Entitlement Earned During Vacation 39
ARTICLE 43 – HEALTH CARE PLANS 39
43.01 39
43.02 39
43.03 Dental Plan 39
43.04 Extended Health Care Plan 39
43.05 Long Term Disability Plan 40
ARTICLE 44 — GROUP LIFE INSURANCE 40
44.01 40
44.02 40
44.03 40
44.04 40
ARTICLE 45 — WORKERS' COMPENSATION 40
ARTICLE 46 — EMPLOYMENT INSURANCE 40
46.01 Coverage 40
ARTICLE 47 - EXEMPT AND SAVE HARMLESS 40
ARTICLE 48 — PREVIOUS EXPERIENCE 41

48.01 Regular Employees 41
ARTICLE 49 - QUALIFICATION DIFFERENTIAL 41
49.01 Special Clinical Preparation 41
49.02 CHA/CNA and BCIT Courses 41
49.03 Registered Psychiatric Nurse or Gerontology Certificate 41
ARTICLE 50 — PAYMENT OF WAGES 41
50.01 Wages 41
50.02 Retroactive Pay and Benefits 42
50.03 Pay Days 42
50.04 Statement of Wages 42
ARTICLE 51 — GENERAL CONDITIONS 43
51.01 Use of Personal Vehicle on Employer's Business 43
51.02 Personal Property Damage 43
51.03 Laundry 43
51.04 Registration 43
ARTICLE 52 — PROFESSIONAL RESPONSIBILITY CLAUSE 43
52.01 43
52.02 43
52.03 44
52.04 44
52.05 44
52.06 44
52.07 44
52.08 44
ARTICLE 53 - Retirement Scheme 44
ARTICLE 54 - EFFECTIVE AND TERMINATING DATES 45
ARTICLE 55 - WAGE PROGRESSION SCALE 45
ARTICLE 56 – NURSE REGISTRATION AND ANNUAL FEES 46
ARTICLE 57 – RESPECT IN THE WORKPLACE 46
57.01 No Discrimination 46
57.02 Complaint Investigations 46
APPENDIX A 48
EARLY SAFE RETURN TO WORK 48
SIGNATURES OF THE PARTIES 50

ARTICLE 1 — PREAMBLE AND DEFINITIONS

1.01 Preamble

A) The Union and the Employer agree to abide by the terms and conditions set out in this Agreement.

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

C) Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 34 — Leave - General.)

1.02 Definitions

CALENDAR DAY means a twenty-four (24) hour period ending at midnight.
CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.
CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to BCNU.
COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year.
DAY SHIFT means a shift in which the major portion occurs between 0700 and 1500 hours.
DEMOTION means a change from an employee's position to one with a lower maximum salary level.
EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).
EMPLOYER means Sunridge Place.
EVENING SHIFT means a shift in which the major portion occurs between 1500 and 2300 hours.
HEAD OFFICE means the head office of the British Columbia Nurses' Union.
NIGHT SHIFT means a shift in which the major portion occurs between 2300 and 0700 hours.
PROMOTION means a change from an employee's position to one with a higher maximum salary level.
SCHEDULED DAY OFF means any day a regular full-time employee is not scheduled to work, other than a paid holiday.
SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.
STEWARD means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.
TRANSFER means the movement of an employee from one position to another which does not constitute a promotion or demotion.
UNION means The British Columbia Nurses' Union.
UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.
WORKSITE means Sunridge Place.
YEAR means a period from any given date in one (1) month to the immediately preceding date twelve (12) months later.

ARTICLE 2 — PURPOSE OF AGREEMENT

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

All parties to the Agreement share a desire to provide quality health care at Sunridge Place, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the residents of Sunridge Place are well and effectively served.

ARTICLE 3 — MANAGEMENT RIGHTS

3.01 General Rights

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

3.02 Employer Policies

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

ARTICLE 4 — UNION RECOGNITION

4.01 Union Recognition

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

4.02 Scope of Agreement

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

ARTICLE 5 — UNION SECURITY

5.01 Security

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

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

5.02 Union Deductions

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

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

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

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

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

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

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

ARTICLE 6 — UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

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

6.02 Contracting Out

The Employer shall not contract out any bargaining unit work that would result in the layoff of a member of the bargaining unit. In the event the Employer proposes to contract out work on or after December 31, 2020 that would result in the layoff of one or more members of the bargaining unit, the Employer shall provide at least sixty (60) days' notice of the proposed contracting out and meet with the Union to discuss any potential alternatives to contracting out.

6.03 Employer's Business

A) An employee required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive her regular rate of pay for the duration of the required attendance. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above except as provided herein. The Employer shall reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods where the work is performed off-site.

B) Where the Employer determines that a meeting of all regular personnel is to be held, it may adjust schedules to the extent necessary to conduct such meetings without payment of overtime or premiums for the shift change provided the employer provides 10 calendar days notice to a regular employee.

C) Where meetings are scheduled or training is offered but attendance is not mandatory, regular rates of pay without overtime or other premiums shall be payable.

6.04 Stewards

A) **Recognition of Stewards**

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

B) **Notification of Change of Stewards**

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

C) **Duties and Responsibilities**

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

a) investigating complaints of an urgent matter, and
b) investigating grievances, and
c) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
d) supervising ballot boxes and other related functions during ratification votes, and
e) attending meetings called by management, and
f) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
g) meeting with new employees as a group during the orientation program, and
h) acting as appointees to the Union/Management Committee.
i) Assisting employees in preparing for and presenting during the Professional Responsibility process.

D) **Conditions Governing Stewards**

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

a) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
b) endeavour to complete their business in as short a time as possible, and
c) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite. When a steward carries out steward's duties as set out in this agreement outside of her scheduled work hours, such time shall be unpaid.

6.05 Union Representative Visits

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

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

6.06 Personnel File

Employee Access

Upon twenty-four (24) hours of notice and in the presence of the Employer, employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on

employees shall be kept outside of the personnel file, apart from payroll or health services files. Any adverse reports or letters on the file shall be subject to the grievance procedure.

A) **Union Representative or Steward Access**
A Union representative or steward shall, upon written authority of the employee, and upon twenty-four (24) hours notice and in the presence of the Employer, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

B) **Confidential Nature of Personnel File**
All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement or subject to disclosure by law.

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

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

6.08 Copies of the Agreement
The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Agreement in booklet form to all of its employees. The cost of printing shall be shared equally between the Union and the Employer.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Agreement.

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

Stewards will be advised of the names of the new employees hired and shall be given a fifteen minute period to talk to new employees during the orientation period. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.10 List of New and Departed Employees
The Employer shall provide the Union with a monthly list of new and departed employees specifying the status, position and wage classification level of each employee. The Employer shall also include the employee's social insurance number (SIN) provided the employee signs the waiver provided by the Union. The Employer agrees to provide existing employee's SIN upon ratification, provided they have signed the waiver provided by the Union.

6.11 Bulletin Boards
The Employer shall provide adequate space on a bulletin board for the exclusive use of the Union for the purpose of posting Union business. The size and site of the bulletin board shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 7 — STRIKES OR LOCK-OUTS
During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

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

ARTICLE 8 — UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee
A Union/Management Committee shall be established. The Employer and the Union shall each appoint two (2) representatives to the Union/Management Committee. A quorum shall be at least one representative from each side.

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

8.03 Meetings
Meetings of the Committee shall be held at least quarterly and for urgent or emergent issues, at the call of the Chair as promptly as possible upon request in writing of either party. It is understood for the first six months after date of ratification, meetings may need to be held more often.

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

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

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

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

8.06 Stewards
Stewards who attend Union/Management meetings, including those regarding Professional Responsibility matters arising under Article 53, outside of scheduled work hours, shall be paid at straight time rates for time spent at the meetings.

8.07 Minutes
Copies of the Union/Management Committee meeting minutes shall be forwarded to the Administrator and to the BCNU.

ARTICLE 9 — GRIEVANCES

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

The parties recognize that they have a common interest in resolving differences and such resolution is promoted through initial discussion and the sharing of background information and documentation directly related to the difference 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. If there is no resolution following the initial discussion, the difference will then proceed to Step 1 of the grievance process.

9.02 Grievance Procedure
The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees and Application disputes under Article 9.03.

Step 1
Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. The steward 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. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

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

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

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

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

D) The Union must refer its grievance to arbitration within ninety (90) calendar days after the Union receives the Employer's written response under Article 9.02(c).

A settlement of a grievance under Article 9.02 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 (Article 9.02) applies to Employer filed grievances in accordance with past practice (i.e., substitute "Employer" for "Union" and vice versa in the above procedure), other than those grievances set out in Article 9.03.

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

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

The above named troubleshooters will be used on a rotating basis.

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

Failing settlement at this step, the grievance may be referred to arbitration.

9.03 General Application Dispute
If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

9.04 Amending Time Limits
If the time limits in Articles 9.02 and 9.03 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.05 Resolution of Employee Dismissal or Suspension Disputes
The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1
Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2
Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

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

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

ARTICLE 10 — ARBITRATION

10.01 Arbitration
Authority of the Arbitrator

A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to the arbitrator as provided at Article 10.03, who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

B) The decision of the Arbitrator shall be final and binding upon the Parties.

10.02
If the parties cannot agree on the selection of an arbitrator the appointment shall be made by the Labour Relations Board on application by either party.

10.03
The Employer shall grant leave without loss of pay to an employee called as a witness by the arbitrator or by the Employer. It is understood that this does not apply to a witness who is summonsed to attend by the Union. In this case, the Employer shall grant an unpaid union leave of absence to the employee.

10.04
The expenses of the arbitrator will be shared equally between the parties.

10.05
The Arbitrator shall endeavour to render a decision within twenty (20) days from the completion of the hearings.

10.06 Time Limits
Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties. However, should the Union fail to present a grievance at any step within the time limits set out in the procedure, the grievance shall be deemed to be abandoned.

10.07 Expedited Arbitration

A) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.

B) The location of the hearing shall take place in Duncan, B.C. unless otherwise agreed by the parties.

C) As the process is intended to be informal, lawyers will not be used to represent either party.

D) 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.

E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.

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

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

H) 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.

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

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

K) The expedited arbitrators, who shall act as sole arbitrators, shall be Judy Korbin, David McPhillips, or Rod Germaine, or any other as agreed to by the parties.

L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.

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

ARTICLE 11 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 23.03 — Posting of Work Schedules)

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

11.01 Restriction of Employee Status

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

11.02 Regular Full-Time Employees

A) **Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 24.01— Hours of Work.

B) **Benefit Entitlement**

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

C) **Seniority**

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

11.03 Regular Part-Time Employees

A) **Definition**

Regular part-time employees are those who are regularly scheduled to work less than the full hours as provided in Article 24.01 — Hours of Work.

B) **Benefit Entitlement**

Regular part-time employees regularly scheduled for twenty (20) hours or more are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees.

C) **Seniority**

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

11.04 Relief Employees

A) **Definition**

a) A relief employee is one who is not regularly scheduled to work but is employed to relieve absences and to supplement the work force in the event of short-term increases in the workload. Relief employees shall accumulate seniority on an hourly basis.

b) Relief employees shall be called for work in order of seniority. Where work becomes available on a given day and a relief employee is currently at work, the assignment may be given to that employee.

c) The probationary period for relief employees shall be four hundred and sixty-eight (468) hours worked. The probationary period may be extended by mutual agreement between the Employer and the Union.

d) Part- time employees may request relief work. For the purpose of relief call-in, part time employees are not eligible for any relief shift hours that overlap with their regular shifts or which would result in daily or weekly overtime.

e) Part time employees will be placed on a separate relief list in accordance with their seniority and shall only be called after the casual call-in list has been exhausted.

Regular part time and relief employees shall notify the Employer in a format determined by the Employer, by the first day of each month, availability for the following month. (e.g. May 1 for the month of June). Employees may amend their availability at any time. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available. When calls are made by the Employer for casual employees to report for work, the acceptance of such work shall be at the employee's discretion. Where a relief employee has not accepted such work for a period longer than three (3) consecutive months, she may be deleted from the relief list unless they have advised the Employer in writing of their lack of availability. Relief employees shall update their availability on a regular basis and make every effort to be available for those shifts they have indicated availability for.

f) A relief employee may become a regular employee only by successfully bidding into a permanent vacancy or temporary vacancy as per Article 17.02.

B) **Call In**

Employees on the relief list shall be called to work in order of seniority subject to possessing the skill and ability to perform the duties required for the work assignment as follows:

a) The Employer shall call by telephone only those employees designated as available for the shift or block of shifts being assigned.

b) For each available shift or block of shifts, only one call need be made to any employee provided that the telephone is permitted to ring a minimum of five (5) times. If it is determined that no one is available for a full block, the shifts will be offered on a shift by shift basis, in order of seniority.

c) In the event that a pager number is called or an answering machine is in place, a message will be left relaying the date, day, and time of the call.

d) If an employee fails to answer or declines the offer, or in the event of a busy signal, the next person on the list shall be called.

e) If an employee is the first to return a call from a message left and the shift remains unfilled, the shift shall be offered to that employee.

f) A record of calls will be maintained. In the event of a dispute the Union shall have reasonable access to the log and shall be entitled to make copies.

g) The seniority list for call in shall be updated every pay period. Time accumulated in a current pay period shall not be reckoned until the next adjustment date. The Union shall receive a copy of the relief seniority list every six (6) months or upon request in the event of a dispute.

h) Relief employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.

i) A relief employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

C) **Benefits**
Relief employees will receive ten point six percent (10.6%) in lieu of benefits and statutory holiday pay each pay day. A regular part-time employee working in a relief capacity shall continue to receive benefits on the basis that she retains regular part-time status. Any extra shifts shall be included in the calculation of such benefits.

D) **Vacation Pay**
Relief employees are entitled to vacation pay at the rate of four percent (4%) of gross pay to be paid each pay day.

E) **Paid and Unpaid Leave**
Relief employees are not entitled to paid or unpaid leaves.

F) **Overtime Pay**
A relief employee shall be entitled to overtime pay for work in excess of eight (8) hours in a day and forty (40) hours in a week as per Article 25.

G) **Change in Qualifications**
Relief employees may provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file.

H) **Increments**
i) Relief employees shall move along the increment steps, upon completion of the total annual full time equivalent hours (1950 hours equals 1 year).
ii) New relief employees with less than two (2) years' experience (1950 hours x 2) will be placed at the first level of the Wage Progression Scale.
iii) Relief employees with more than two (2) years' experience will be credited one (1) year for each 1950 hours worked and placed at the corresponding level on the Wage Progression Scale.

ARTICLE 12 — ANNIVERSARY DATE AND INCREMENTS

12.01 Definition
Increment step means the annual gradation of wages within a classification as set out in Article 57 — Wage Schedules 55 – Wage Progression Scale.

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

12.03 Leave
Paid leave of absences and the first twenty (20) days of unpaid leave shall be counted as hours worked for the purposes of this article.

ARTICLE 13 — SENIORITY

13.01 Definition

Seniority is defined as hours worked as a member of the bargaining unit.

Hours worked for the purposes of calculating seniority include maternity leave, workers' compensation leave, all paid leaves, including any union leaves paid by the Union, absence due to general leave of absence due to layoffs and absence due to general leaves of absence for the first twenty (20) work days and absence while on LTD.

13.02 Employment in Excluded Positions and Within Other Bargaining Units

A) An employee accepting a position of a continuous nature outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.

B) An employee temporarily substituting in an excluded position shall continue to accumulate her seniority.

13.03 Seniority Lists

A) Every three (3) months, the Employer shall post a master list showing the seniority of all employees in the bargaining unit. The lists shall be posted on the Union bulletin board and a copy shall be forwarded to the Union in electronic format.

The seniority list shall contain the following information:

a) name;
b) status (regular full-time, regular part-time, relief);
c) total hours worked
d) position
e) hire date
f) seniority (by hours for relief employees)

ARTICLE 14 — PROBATIONARY PERIOD

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

B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.

C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 15 — TERMINATION OF EMPLOYMENT

15.01 Employee Termination

A) Regular employees other than those serving a probationary period, shall give twenty-eight (28)

calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.

B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 43.03 — Scheduling of Vacation.

C) Provided that twenty-eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice
The Employer may waive the written notice as set forth in Article 15.01.

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

15.04 Employer Terminations
A) The Employer shall notify the Union of all employee terminations within five (5) calendar days of the notice of termination. (Reference Article 9.05 — Resolution of Employee Dismissal or Suspension Disputes.)

B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 — Grievances and Article 10 — Arbitration.)

ARTICLE 16 — EMPLOYEE EVALUATION

16.01 Evaluations
Formal written performance evaluations are non-disciplinary and are not subject to the grievance procedure except as provided herein. Employees on evening and night shift may be scheduled to day shift for up to three (3) hours of duty in order to conduct an evaluation.

Formal written performance evaluations of each employee shall be carried out not less than annually.

16.02 Employee Rights
When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.

The Employer shall not refer to the evaluation as evidence to justify discipline, demotion, transfer or to deny a posting. In any arbitration proceeding, evidence provided by the Employer shall be provided without reference to any evaluation, including any communications with the employee that occurred during the evaluation process. The Union may provide evidence regarding an evaluation in any arbitration proceeding, at its discretion.

Where the employer determines that employee conduct warrants either a disciplinary response or a response to non-culpable conduct that may prejudice an employee's security in any way, the

Employer may set out its disciplinary response or other concerns in writing to the employee. Such responses are not part of the evaluation process and any such discipline or written report shall be subject to the grievance procedure.

ARTICLE 17 — VACANCY POSTINGS

17.01 Postings

A) Except as provided herein, the Employer shall post notice of all nursing vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.

B) The Employer agrees to post notices at least ten (10) calendar days in advance of selection.

17.02 Temporary Appointments and Postings

A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.

B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence and is reasonably anticipated to be absent for a period of six months or less. Where such leave of absence is reasonably anticipated to be in excess of six (6) calendar months, the Employer shall post a notice relative to the nursing vacancy and the successful candidate shall be considered to be a regular employee, except for the purposes of layoff notice and severance. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments. Neither temporary appointments nor temporary postings shall require the Employer to provide notice of layoff or severance pay as a consequence of completions of the assignment.

C) Where an employee accepts a temporary posting and the absent incumbent resigns prior to returning to the position, the positions shall be posted as per 17.01 A)

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

17.03 Temporary Positions

The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.

17.04 Posting of Successful Candidate

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). The Employer shall meet with or telephone all unsuccessful applicants.

ARTICLE 18 — PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.01 First Consideration

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

18.02 Filling Vacancies

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

18.03 Qualifying Period

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

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

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

18.04 Orientation and Training

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

Orientation shall include:

A) fire and disaster plan
   a) organizational structure
   b) relevant policies and procedures
   c) physical layout of the worksite and unit
   d) duties of the position
   e) routines of all shifts

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

18.05 Returning to Formerly Held Position

A) **From Outside of Bargaining Unit**

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a

period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.02 — Employment in Excluded Positions and Within Other Bargaining Units.)

B) **From Within Bargaining Unit**
A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

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

ARTICLE 19 — LAY-OFF & RECALL

19.01 Lay-Off

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

The Employer shall give regular employees the following written notice of layoff, with a copy to the Union, or normal pay in lieu of notice as follows:

Regular Full-Time Employees

i) less than five (5) years' service — twenty-one (21) days

ii) five (5) to ten (10) years' service — thirty (30) days

A) Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated by averaging the last eight (8) weeks of completed service prior to the date of service.

B) If an employee has vacation scheduled during the notice period, she has the option of cancelling the vacation. If an employee commences vacation prior to notice being given, the notice period shall not commence until the first scheduled date for return to work from vacation.

C) The notice of layoff will identify the employee's benefit continuation option under Article 19.03.

D) In the event an employee is working under a medically documented accommodation arrangement and is subject to displacement arising from a workforce reduction, a Union representative and the Employer shall meet to review the employee's prevailing medical status and discuss possible work alternatives to maintain a reasonable level of accommodation for the affected employee.

E) A laid-off regular employee who elects to take relief work will be accorded first opportunity for relief work ahead of those employees on the relief roster.

F) Employees on an approved leave of absence and who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects

to make their choice on return to work, the choice will be based on the available positions and seniority lists current at that time.

19.02 Recall
Regular employees on layoff will be recalled to work on an ongoing nature in order of seniority, provided that the employee being recalled has the capabilities and qualifications to perform the work available.

An employee shall receive twenty-one (21) calendar days of notice of recall by registered mail and by email, provided that she has given an email address to the Employer. The twenty-one (21) days commences on the date of posting of the notice. It is the responsibility of the employee to provide accurate contact information. If no employee on lay off possesses the required capabilities and qualifications, the vacant position shall be posted pursuant to Article 17.01.

Laid-off employees failing to contact the Employer to accept the recall after delivery of written notice within twenty-one (21) days of the date of the posting of the notice shall be removed from the recall list and shall be deemed to have abandoned employment. A laid-off employee may decline recall to one regular position without affecting laid-off status.

No new employee or relief employee shall be hired to fill regular positions until those laid-off have been given first option of recall.

19.03 Benefits Continued
Employees who are laid off shall continue coverage for insured benefits to the end of the calendar month in which the layoff occurs. Thereafter, employees may continue such coverage at their own expense while they maintain recall rights, provided they have requested to be eligible for relief work. Benefits will be discontinued in the event that an employee has not paid premiums on or before the first day of the month for which benefits are being provided.

19.04 Recall Period
A regular employee's recall rights shall end after one year from the date of layoff and the employee shall be removed from the regular employee seniority list.

Where a probationer has been laid off in excess of three (3) consecutive months without accruing hours in relief, the probationary period will start over upon recall if the probationer had less than three hundred and twenty-five (325) hours worked as a probationer at the time of layoff.

ARTICLE 20 — TECHNOLOGICAL CHANGE

20.01 Notice
Three (3) months before the introduction of any technological change, the Employer will notify the Union in writing of the contemplated change.

20.02 Technological Policy
The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change. Normal turnover of employees to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of the technological change.

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

20.04
Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 9 — Grievance Procedure.

20.05 Lay-off Due to Technological Change
When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Articles 19 — Severance Pay.

ARTICLE 21 — CREATION OR CHANGES IN CLASSIFICATION

21.01
If the Employer creates a new position not covered by an existing classification, or a significant change in the job content of an existing position occurs, the Employer shall establish the salary and give written notice to the Union of its intent to implement the new salary.

21.02
If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from the Employer, the salary will be considered as established.

21.03
If the Union objects to the salary, the parties will meet and negotiate the new salary. Should the parties not reach agreement within a further twenty-eight (28) calendar days of notice from the Employer, the matter may be referred to Arbitration for resolution. Any new salary established by negotiation or arbitration will be retroactive to the employee's date of appointment to the new position or retroactive to the date of the significant change in job content by the Employer.

ARTICLE 22 — JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

ARTICLE 23 — WORK SCHEDULES

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

23.02 Determination of Work Schedules
Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level. If mutual agreement cannot be reached, the employees may request the Union to assist them in developing mutually agreeable schedules.

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

23.04 Insufficient Notice
Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

23.05 Voluntary Shift Exchange
When operational requirements permit, employees may exchange shifts among themselves provided that:

A) prior approval of such exchange is given by the employee's immediate supervisor; and

B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

23.06 Three Different Shifts Worked
Work schedules may take the form of either two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the employee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.

ARTICLE 24 — HOURS OF WORK, MEAL PERIODS, REST PERIODS

24.01 Hours of Work
There shall be an average of thirty-seven point five (37.5) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of thirty-seven point five (37.5) hours per week. The normal daily full shift hours shall be seven point five (7.5) hours.

The base day for benefit calculation purposes is seven point five (7.5) hours.

24.02 Consecutive Hours of Work
The daily hours of work for each employee shall be consecutive.

24.03 Meal Periods
A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, Article 24.03(A) also applies to employees working overtime.

B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
   a) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;

   b) the employee is scheduled to work a seven point five (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive seven point five (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;

   c) in the event an employee in (a) above is recalled to duty during her meal period the provisions of (b) apply.

C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.

D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 25 — Overtime.

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

24.05 On-Call Time
Hours of work shall not include on-call time. See Article 40 – On-Call, Call-Back

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

ARTICLE 25 — OVERTIME

25.01 Definition
A) Except as in (B) below, 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 24.01 — Hours of Work.

25.02 Employee's Right to Decline Overtime
A) **General Rights**
The Employer may request an employee to work a reasonable amount of overtime. Should the employee reasonably believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

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

25.03 Record
A) A record shall be kept of authorized overtime worked by each employee.

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

A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
   a) for the first four (4) hours in excess of the normal daily full shift hours
   b) for the first four (4) hours in excess of the normal weekly full shift hours as defined by Article 24.01 — Hours of Work.

B) Overtime at the rate of double time (2x) shall be paid on the following basis:
   a) for all hours in excess of those worked in A) a) above;
   b) for all hours in excess of those worked in A) b) above;
   c) for all hours worked on a full-time employee's scheduled day off;
   d) For regular part-time employees, for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working in excess of six (6) consecutive shifts in any eight (8) day period where the shift length is seven point five (7.5) hours.

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

ARTICLE 26 — SHIFT PREMIUM AND WEEKEND PREMIUM

26.01 Shift Premium
Evening Shift
The evening shift premium shall be one dollar and fifty cents ($1.50) per hour effective January 1, 2026 and one dollar and seventy cents ($1.70) effective January 1, 2027.

26.02 Weekend Premiums
An employee shall be paid a weekend premium of two dollars and seventy cents ($2.70) per hour effective January 1, 2026 and two dollars and eighty cents ($2.80) effective January 1, 2027 for each hour worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE 27 — RESPONSIBILITY PAY

An employee designated for a minimum of one full shift to relieve in a higher rated position within the bargaining unit, or a general duty nurse designated in charge of a unit/ward for three (3) hours or more shall be paid an allowance of two dollars and seventy-five cents ($2.75) per hour effective January 1, 2026 and three dollars ($3.00) effective January 1, 2027.

ARTICLE 28 — NON-DISCRIMINATION

A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.

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

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.

C) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

ARTICLE 29 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM

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

29.01 Joint Occupational Health and Safety Committee

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. Representatives of the Union shall be chosen by the Union membership or appointed by the Union. The Union agrees these provisions shall be construed to require a single JOSH committee for the Employer’s operations.

The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) 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 Occupational Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members’ scheduled working hours.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

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

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

Such training and orientation shall take place within six (6) months of taking office.

29.02 Medical Examinations

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

29.03 Safe Workplace

A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.

B) When the Employer is aware that a resident has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent resident will be provided by the Employer.

C) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting 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.

D) 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 a 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.

29.04 Transfer of Pregnant Employees

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

29.05 Provision for Immunizations

A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

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

a) investigate the difference;

b) define the issue in the difference; and

c) make written recommendations to resolve the differences.

ARTICLE 30 — LEAVE - COMPASSIONATE

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

30.02 Leave - With Pay
Compassionate leave of absence with pay shall be granted for three (3) work days.

30.03 Leave - Without Pay
Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay.

ARTICLE 31 — LEAVE - COURT APPEARANCE

A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence without pay equal to the length of the court duty.

B) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts.

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

ARTICLE 32 — LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

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

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

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

A) The Employer reserves the right to identify specific in-service programs deemed compulsory.

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

32.03 General Education Programs

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

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

C) **Employee Requested Leave**
A regular employee shall be granted up to two (2) days with pay per year to take a course related to her clinical practice, subject to Employer approval. In such cases the employee shall pay for course cost and expenses.

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

ARTICLE 33 — LEAVE - ELECTIONS

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

ARTICLE 34 — LEAVE - GENERAL

34.01 Application

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

Article 41 (E) — Leave - Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

34.02 Notice
An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least ten (10) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request as soon as possible and at least five (5) days prior to the commencement date of the requested leave.

34.03 Increments
Leave of absence shall not affect wage progression, when granted for educational purposes and parental leave. (Reference Article 12 — Anniversary Date and Increments.)

ARTICLE 35 — PARENTAL LEAVE

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

A) **Benefits**

a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 — Leave - General. Thereafter benefits shall be continued provided that the employee pays the full premium for such benefits.

b) For the balance of a seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee.

B) **Special Circumstances**

a) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 35.01 above.

A request for special circumstances leave pursuant to Article 35.01(B) (a) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

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

c) An employee's combined entitlement to leave under sub-sections (A), (B) of Article 35.01 is limited to sixty-three (63) weeks.

d) **Benefits**
For additional leaves arising from subsections (B) (a) or (b) above, the service of an employee shall be considered continuous for the purpose of any medical, or other plan beneficial to the employee provided that the employee pays the full premium for such benefits.

C) **Additional Leave**
Any further leave granted beyond the allowable leave periods of Article 35.01(A) or (B) will be unpaid leave without any benefits.

D) 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.

E) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.

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

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

35.02 Natural Father

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

a) **Benefits**
i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 — Leave - General.

ii) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, provided that the employee pays the full premium for such benefits.

B) **Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**
If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

a) **Benefits**
For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, provided that the employee pays the full premium for such benefits.

C) **Additional Leave**
Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave.

35.03 Adoptive Parents

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

a) **Benefits**
i) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 34 — Leave - General.

ii) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee provided that the employee pays the full premium for such benefits.

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

a) **Benefits**
i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 34 — Leave - General.

ii) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee provided that the employee pays the full premium for such benefits.

C) **Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**
If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

a) **Benefits**
For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee provided that the employee pays the full premium for such benefits.

D) **Additional Leave**
Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave.

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

35.05 Bridging of Service
If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:
A) The employee must have completed three (3) years of service with the Employer.

B) The resignation must indicate that the reason for termination is to raise a dependent child or children.

C) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.

D) This bridging of service will apply to an employee who is employed by the Employer and applies for and receives a regular position at the same worksite for a posted vacancy.

E) The employee must serve a three (3) month probationary period.
a) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

ARTICLE 36 — LEAVE - PAID HOLIDAYS

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

New Year's Day
Good Friday
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
BC Family Day
Victoria Day (Queen's Birthday)
British Columbia Day
National Day for Truth and Reconciliation
Remembrance Day

36.02 Payment for Paid Holidays

Employees shall be paid their regular pay for each day off for the above stat holidays based on the following:

- Amount paid divided by days worked.
- Amount paid is the amount earned by the employee for work done during the thirty (30) calendar day period preceding the statutory holiday, including vacation pay but excluding overtime pay.
- Days worked is the number of days the employee worked or earned wages during that thirty (30) day period.

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

36.03 Work On A Paid Holiday

A) **Regular Employee**

A regular employee required to work on a stat holiday, shall be paid at the rate of one and a half (1.5) times for all hours worked in addition to the payment prescribed in Article 36.02.

B) **Casual Employee**

A casual employee who works on a paid holiday listed in Article 36.01 shall be paid at the rate of one and a half (1.5) times her rate of pay.

C) **Call-Back**

Call-back pay at the rate of two (2) times the regular rate of pay shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of one (1) hours' pay at the appropriate rate for each separate call-back.

D) **Changes in Schedule With Insufficient Notice**

Should the Employer change the work schedule without ten (10) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

36.04 Paid Holiday Coinciding With A Vacation

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

36.05 Scheduling of Paid Holidays

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

A regular employee shall receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

B) **Sick Leave**

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

ARTICLE 37 — LEAVE - PROFESSIONAL MEETINGS

Leave of absence without loss of pay may be granted for professional meetings subject to the approval of the Employer.

ARTICLE 38 — LEAVE - PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 34 — Leave - General.)

ARTICLE 39 — LEAVE - SICK

39.01 Accumulation

A) Sick leave credits shall not be paid out but remain as a bank to be used for the purpose of sick leave.

B) Regular full-time employees shall receive point seven five (.75) working day sick leave credit for each month of service.

C) Regular part-time employees shall have their sick leave prorated, and receive sick leave credit for each month of service as follows:

$$\frac{\text{Hours paid per month * (excluding overtime)}}{152.08} \times (.75)$$

***** includes leave without pay up to twenty (20) working days (reference Article 34 – Leave – General)

D) Sick leave credits, if not used, shall accumulate to a maximum of thirty (30) days.

39.02 Payment

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

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

39.03 Proof of Sickness

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

39.04 Benefits Accrue

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

39.05 Notice Required

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

39.06 Expiration of Sick Leave Credits

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence (Reference Article 34 – General Leave of Absence).

39.07 Leave - Workers' Compensation

A) **Entitlement to Leave**

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

B) **Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue for the first twenty (20) work days. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

C) **Approval of Claim**

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

D) **Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 & Article 19.

E) **Emergency Appointments**

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

39.08 Enforceable Legal Claim

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

39.09 Appointments

A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off-duty hours.

B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

39.10 Sick or Injured Prior to Vacation

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

39.11 Voluntary Treatment

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 39.06 shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 40 – ON-CALL, CALL-BACK

40.01 Definitions

A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.

B) Call-back means the period during which an employee is scheduled off-duty and is either:
   i) on-call and reports to duty at the Employer's request, or
   ii) is not on-call and returns to duty, at the Employer's request, after the completion of her shift.

C) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

40.02 Application

During the time the employee is receiving call-back pay, the on-call premium shall not apply.

40.03 On-Call

A) **Premium**

Effective date of ratification, an employee on-call shall be paid a premium of four dollars and fifty cents ($4.50) per hour.

B) **On-Call Limited**

Every reasonable effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

C) **Pagers**

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

40.04 Call-Back

A) **Compensation**

Employees called back to work after the completion of their shift, or called back to work on a

scheduled day off while being paid the on-call premium, shall be paid a minimum of one hour pay at the appropriate overtime rates provided in Article 25.05 for each separate call-back. A maximum of two calls within one hour pertaining to the same issue giving rise to the call back shall constitute one call-back. Calls in excess of two for the same issue or alternate issue shall be considered separate call-backs.

B) **Call-Back on a Paid Holiday**
An employee receiving the on-call premium specified in Article 27.03 and who is called back to work on any of the paid holidays listed in Article 39 shall be paid the appropriate overtime rate for all hours worked, with a minimum of one hour pay at the appropriate overtime rate.

C) For the purposes of this Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not scheduled to work.

40.05 Application of Call-Back

A) **Functions of Employee on Call-Back**
Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.

B) **Employee Option: Time Off or Cash**
Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer.

40.06 Call-Back Travel Allowance

An employee called back to work shall receive call-back travel allowance as follows:

A) fifty-four cents ($0.54) per kilometer;
OR

B) where public or private transportation facilities are not available, taxi fare from home to hospital and return.

In either (A) or (B) above, an employee shall be paid a minimum of two dollars ($2.00) for each round trip.

40.07 Call-In

A regular part-time or casual employee reporting to work at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

40.08 Insufficient Off-Duty Hours

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

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

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

ARTICLE 41 — LEAVE - UNION

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

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

A 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) 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;

E) 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 34;

F) an employee who holds the position of full-time president or council member with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

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

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

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

ARTICLE 42 — LEAVE - VACATION

42.01 Vacation Entitlement

Regular employees shall be entitled to vacation leave based on placement on the increment scale as per Article 48 — Previous Experience and Article 55— Wage Scale.

A) The time frame for accrual of annual vacation entitlement shall be July 1st of one calendar year to June 30th of the following year.

B) 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 January 1, as follows:

10 work days after 1 year of continuous service = 4% of previous year's earnings
15 work days after 2 years of continuous service = 6% of previous year's earnings
16 work days after 3 years of continuous service = 6.4% of previous year's earnings
17 work days after 4 years of continuous service = 6.8% of previous year's earnings
18 work days after 5 years of continuous service = 7.2% of previous year's earnings
19 work days after 6 years of continuous service = 7.6% of previous year's earnings
20 work days after 7 years of continuous service = 8% of previous year's earnings
20 work days after 8 years of continuous service = 8% of previous year's earnings
20 work days after 9 years of continuous service = 8% of previous year's earnings

C) Regular part-time employees are entitled to vacation leave on a pro-rata basis as per their full-time equivalency.

42.02 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 be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and the Employer. An employee who has failed to schedule vacation shall have vacation assigned in consultation with the employee.

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

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

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

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

ARTICLE 43 – HEALTH CARE PLANS

43.01
Regular employees scheduled twenty (20) or more hours a week on a regular basis, their spouse and dependent children shall be eligible for those benefits as outlined in the Employer's benefit program.

43.02
Any disputes regarding benefits eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to place insurance and make its premium payments.

43.03 Dental Plan

A) Eligible employees and dependants shall be provided with a dental plan covering eighty percent (80%) of the cost of basic services to an annual maximum of fifteen hundred dollars ($1,500) per person per year; (Plan A), fifty-five percent (55%) of the cost of major services to an annual maximum of one thousand dollars ($1,000) per person per year; (Plan B) and fifty percent (50%) of the costs of the orthodontic services, (Plan C).

   An employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars ($2,750.00) per eligible employee or eligible dependant with no run-offs for claims after termination of employment.

B) Effective February 1, 2022, a deductible will no longer apply. Coverage terminates at age seventy (70) or at retirement.

C) The premiums shall be paid seventy percent (70%) by the Employer.

43.04 Extended Health Care Plan
The Employer shall pay seventy percent (70%) of the monthly premiums for extended health care coverage for eligible employees and their dependents. The maximum amount payable for each insured person is unlimited for in-province expenses and five million dollars ($5,000,000) per insured person in their lifetime for out-of-province expenses.

A) There will be an allowance for hearing aids for five hundred dollars ($500.00) every thirty-six (36) months per eligible employee or eligible dependant. The allowance for vision care will be two hundred and twenty-five dollars ($225.00) every twenty-four (24) months per eligible employee or eligible dependant.

B) A prescription pay direct drug card will be provided to cover eighty percent (80%) of all eligible expenses purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to Pharmacare's low cost alternative and reference based pricing payment policies. The amount of the dispensing fee per prescription is capped at twelve dollars ($12.00). The annual limit for prescription reimbursement shall be two thousand dollars ($2,000) per person per annum.

43.05 Long Term Disability Plan

A) Effective November 1, 2018, regular employees shall become members of the Long Term Disability Plan as a condition of employment.

B) The Plan will provide two-thirds (2/3) salary continuation until age sixty-five (65) in the event of a disability, to a maximum of five thousand five hundred dollars ($5,500) per month.

C) The Plan will provide coverage of twenty four (24) months own occupation.

D) The Employer shall pay fifty percent (50%) of the monthly premium for the LTD Plan.

E) The waiting period for LTD shall be one hundred and twelve (112) days.

ARTICLE 44 — GROUP LIFE INSURANCE

44.01
The Plan shall provide fifty thousand dollars ($50,000.00) life insurance coverage for post-probationary employees.

44.02
The Plan shall include the right to convert to individual insurance coverage upon termination of employment without medical evidence. The amount of insurance coverage reduces by fifty percent (50%) at age sixty-five (65) and terminates at age seventy (70) or at retirement.

44.03
The Plan shall also include coverage for accidental death and dismemberment.

44.04
The premium shall be paid seventy percent (70%) by the Employer.

ARTICLE 45 — WORKERS' COMPENSATION

A) All employees shall be covered by the provisions of the Workers' Compensation Act (Reference Article 39 — Leave - Sick).

B) Opportunities for early return to work for employees on WCB are covered in Appendix A — Early Safe Return to Work.

ARTICLE 46 — EMPLOYMENT INSURANCE

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

ARTICLE 47 - EXEMPT AND SAVE HARMLESS

The Employer shall maintain insurance to:

A) Exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and

B) Obtain counsel through its insurer to defend against any such action and assume all costs, legal fees of such counsel and other expenses arising from such action.

ARTICLE 48 — PREVIOUS EXPERIENCE

48.01 Regular Employees

New 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) year for every one (1) year's completed experience.

Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

- One (1) year for every one (1) year's experience minus one year for each year in excess of two (2) years to a maximum of a five (5) year lapse.

If more than five (5) years have lapsed, there shall be no credit for previous experience.

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

ARTICLE 49 - QUALIFICATION DIFFERENTIAL

49.01 Special Clinical Preparation

A regular employee with special clinical preparation of not less than four (4) months approved by the Employer, and who is employed in the special service for which she is qualified, shall be paid an additional fifty dollars ($50.00) per month if she has utilized the course within four (4) years prior to employment.

49.02 CHA/CNA and BCIT Courses

A regular employee who has successfully completed the CHA/CNA course Nursing Unit Administration and/or CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management, and is employed in a capacity utilizing the course(s) shall be paid an additional twenty-five dollars ($25.00) per month.

49.03 Registered Psychiatric Nurse or Gerontology Certificate

A regular employee who acquires and maintains registration under both the Nurses (Registered) Act and the Nurses (Registered Psychiatric) Act or who has obtained certification in Gerontology, shall be paid an additional fifty dollars ($50.00) per month for clinical preparation.

ARTICLE 50 — PAYMENT OF WAGES

50.01 Wages

Wages shall be paid each employee in accordance with Article 55 — Wage Schedules.

50.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to their respective dates as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after ratification of this agreement and agreement of the wage grid.

50.03 Pay Days

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

50.04 Statement of Wages

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

A) in the case of an hourly paid employee, the hours worked by her;

B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;

C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;

D) any qualification differential, premium or other payment to which the employee is entitled;

E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;

F) the amount being received by the employee;

G) sick leave credits used within the pay period and accumulated balance;

H) special leave hours used within the pay period;

I) vacation hours taken within the pay period.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy, unless the Employee does not have the ability to view it electronically, in such case a paper copy shall be provided. This information is subject to privacy legislation.

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

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

ARTICLE 51 — GENERAL CONDITIONS

51.01 Use of Personal Vehicle on Employer's Business

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

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

Travel allowance of fifty-four cents ($0.54) per kilometer.

51.02 Personal Property Damage

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

51.03 Laundry

In the event uniforms are provided by the Employer to employees, they will be laundered by the Employer.

51.04 Registration

A) To practice as a nurse, an employee must be authorized to do so under the provisions of *Health Professions Act*. Such authorization must be in effect on or by March 1 of each calendar year.

B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

ARTICLE 52 — PROFESSIONAL RESPONSIBILITY CLAUSE

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

A) nursing practice conditions

B) safety of residents and nurses

C) workload

52.01

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

52.02

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to the Union designate on the Professional Responsibility committee and the Director of Nursing/Care**.**

52.03
A Professional Responsibility committee shall be established.

Composition of the Committee:
A) Standing Members:
    i) One member appointed by the employees
    ii) One member appointed by the Employer

B) Ad Hoc Members:
    i) the nurse with the concern
    ii) Union designate
    iii) Immediate supervisor
    iv) Executive Director

52.04
The Standing members shall alternate the chair on a six (6) month basis.

52.05
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. The committee shall make every effort to resolve the matter.

52.06
If the matter is not resolved to her satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article 9.

52.07
If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call-in by seniority pursuant to Article 11.04 shall not apply.

52.08
The parties recognize that Health Authority requirements and funding limitations are factors in developing solutions, remedies, and recommendations.

ARTICLE 53 - RETIREMENT SCHEME

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Retirement Scheme, the terms and conditions of which are as follows.

Registered Retirement Savings Plan
A) Contributions, matched by the Employer will be made at five per cent (5%) of straight time earnings.

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

C) Employees are offered a choice in the type of investment, i.e. five (5) year guaranteed fund, one (1) year guaranteed fund.

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

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

F) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).

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

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

I) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.

ARTICLE 54 - EFFECTIVE AND TERMINATING DATES

A) This 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 Agreement comes into effect.

B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.

C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

ARTICLE 55 - WAGE PROGRESSION SCALE

The Parties agree that should levelled up wages implemented by the Provincial Government be terminated prior to the Collective Agreement expiring, the Parties will meet within sixty (60) days to discuss wage rates.

Wage rate discussions may include discussions related to retroactive payment from the date of the expiry of the levelled up wages.

A mediator shall be appointed to assist the Parties if requested.

No other Article of the Collective Agreement will be subject to the wage rate discussions, unless mutually agreed to by the Parties.

ARTICLE 56 – NURSE REGISTRATION AND ANNUAL FEES

A) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions and Occupations Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective provincial regulatory body. At the Employer's request, a nurse is required to confirm their authorization to practice by presentation of their registration card, license, permit or other proof acceptable to the Employer.

B) The Employer will reimburse all regular full-time RNs the amounts noted below for their annual nursing registration fees paid to the BC College of Nurses and Midwives or its successor. If a regular full-time employee's fees are fully paid by another employer, they shall not be eligible for reimbursement.

C) If a regular full-time employee's fees are partially reimbursed by another employer, they may apply for reimbursement for the remainder portion, up to the amount noted below. The maximum reimbursement shall not exceed the full cost of the registration.

D) Reimbursement shall be as follows based on the 2025-2026 fees of $737.00 annually:

   a. Over one years of regular full-time service – 20% ($147.00)
   b. Over three years of regular full-time service – 30% $221.00)

ARTICLE 57 – RESPECT IN THE WORKPLACE

57.01 No Discrimination

A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia, which prohibits discrimination because of a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or other applicable protected grounds that may be added to the Human Rights Code.

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

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

57.02 Complaint Investigations

The parties agree that the following principles should apply to all investigations into a complaint of workplace violence and/or harassment:

A) Representation: A Union representative shall be present upon request by either the complainant or respondent at any step of a respectful workplace investigation.

B) Fairness: Investigations will be conducted in an objective and impartial manner free from bias. The complainant and respondent will have the opportunity to provide relevant information and have it considered. The complainant and respondent will be notified of the outcome of the investigation.

C) Thoroughness: Investigations shall endeavour to uncover and collect all relevant information and evidence related to an incident or complaint.

D) Timeliness: Investigations shall be conducted as soon as reasonably possible without sacrificing any of the other principles listed above.

APPENDIX A

EARLY SAFE RETURN TO WORK

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

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

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and the employee's immediate supervisor 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 (6) 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, in conjunction with the immediate supervisor, shall be responsible for making all necessary arrangements for the employee's return to the work place. The Union steward shall be allowed time away from her usual assigned duties to meet with Union members at the work site to familiarize them with the terms and conditions of their co-worker's return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for 14.4 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, and group life which shall be paid in accordance with Article 46.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

Group 1: Employees suffering an occupational illness or injury who are in receipt of WCB payments.

- Receive full wages and benefits. (Article 45.07 Leave — Workers' Compensation)

Group 2: Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim; who have accumulated sick time and/or who choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all hours not worked. All benefits continue uninterrupted.

Group 3: Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive UIC sick benefits for the balance, subject to their entitlement. Medical, dental, extended health, group life insurance and superannuation coverage are reinstated on commencement of the program and all other benefits are reinstated when working 14.4 hours or more per week as outlined in Article 44.

SIGNATURES OF THE PARTIES

Signed on behalf of the Union:

_____
Liz Hargreaves, BCNU Negotiator

_____
Zayen Woloszczak, Bargaining Committee Member

_____
Kelly Woywitka, Bargaining Committee Member

Dated: _____

Signed on behalf of the Employer:

_____
Peter Kafka, Chief Spokesperson

_____
Kathy Nduwayo, Vice President Operations

Dated: _____

INDEX

Accumulation....33
Adoptive Parents....30
Amending Time Limits....8
Anniversary Date....13
ANNIVERSARY DATE AND INCREMENTS....13
APPENDIX A....48
Application....26, 27, 35
Application of Call-Back....36
Appointments....34
Arbitration....9
ARBITRATION....9
Benefits Accrue....33
Benefits Continued....19
Bridging of Service....31
Bulletin Boards....6
Call-Back....35
Call-Back Travel Allowance....36
Call-In....36
CHA/CNA and BCIT Courses....41
Chair....6
Complaint Investigations....46
Composition of Committee....6
Consecutive Hours of Work....21
Contracting Out....3
Copies of the Agreement....5
Coverage....40
CREATION OR CHANGES IN CLASSIFICATION....20
Definition....13, 14, 22
DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT....10
Definitions....1, 35
Dental Plan....39
Determination of Work Schedules....21
Deviation from Grievance Procedure....9
Discussion of Differences....7
EARLY SAFE RETURN TO WORK....48
EFFECTIVE AND TERMINATING DATES....45
EMPLOYEE EVALUATION....15
Employee Rights....15
Employee Termination....14
Employee's Right to Decline Overtime....22
Employer Policies....2
Employer Terminations....15
Employer's Business....3
Employment in Excluded Positions and Within Other Bargaining Units....14
EMPLOYMENT INSURANCE....40
Enforceable Legal Claim....34
Evaluations....15
EXEMPT AND SAVE HARMLESS....40
Expedited Arbitration....10
Expiration of Sick Leave Credits....34
Extended Health Care Plan....39
Filling Vacancies....17
First Consideration....17
General Application Dispute....8
GENERAL CONDITIONS....43
General Education Programs....27
General Rights....2
Grievance Procedure....7
GRIEVANCES....7
Group Life Insurance....40
HEALTH CARE PLANS....39
Hours of Work....21
HOURS OF WORK, MEAL PERIODS, REST PERIODS....21
Increments....28
Individual Agreement....3
In-Service Programs....26
Insufficient Notice....21
Insufficient Off-Duty Hours....36
JOB DESCRIPTIONS....20
Joint Occupational Health and Safety Committee....24
Laid Off Employees....19
Laundry....43
Lay-Off....18
LAY-OFF & RECALL....18
Lay-off Due to Technological Change....20
Leave....13
LEAVE - COMPASSIONATE....26
LEAVE - COURT APPEARANCE....26
LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS....26
LEAVE - ELECTIONS....27
LEAVE - GENERAL....27
LEAVE - PAID HOLIDAYS....31
LEAVE - PROFESSIONAL MEETINGS....33
LEAVE - PUBLIC OFFICE....33
LEAVE - SICK....33
LEAVE - UNION....37
LEAVE - VACATION....38
Leave - With Pay....26
Leave - Without Pay....26
Leave - Workers' Compensation....34
List of New and Departed Employees....5
Long Term Disability Plan....40

MANAGEMENT RIGHTS 2
Master Work Schedule 20
Meal Periods 21
Medical Examinations 25
Meetings 6
Minutes 7
Natural Father 29
Natural Mother 28
New Employees 5
No Discrimination 46
NON-DISCRIMINATION 24
Notice 19, 28
Notice - Penalty 15
Notice Required 33
NURSE REGISTRATION AND ANNUAL FEES 46
OCCUPATIONAL HEALTH AND SAFETY PROGRAM 24
On-Call 35
On-Call Time 22
ON-CALL, CALL-BACK 35
Orientation and Training 17
OVERTIME 22
Overtime Pay Calculation 23
Paid Holiday Coinciding With A Vacation 32
Paid Holiday Entitlement 31
PARENTAL LEAVE 28
Pay Days 42
Payment 33
Payment for Paid Holidays 32
PAYMENT OF WAGES 41
Personal Property Damage 43
Personnel File 4
Posting of Successful Candidate 16
Posting of Work Schedules 21
Postings 16
Preamble 1
PREAMBLE AND DEFINITIONS 1
PREVIOUS EXPERIENCE 41
PROBATIONARY PERIOD 14
PROFESSIONAL RESPONSIBILITY CLAUSE 43
PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS 17
Proof of Sickness 33
Provision for Immunizations 25
PURPOSE OF AGREEMENT 2
Purpose of the Committee 6
QUALIFICATION DIFFERENTIAL 41
Qualifying Period 17
Recall 19
Record 23
Records Removed 5
Registered Psychiatric Nurse 41
Registration 43
Regular Employees 41
Regular Full-Time Employees 11
Regular Part-Time Employees 11
Relief Employees 11
Resolution of Employee Dismissal or Suspension Disputes 8
RESPECT IN THE WORKPLACE 46
RESPONSIBILITY PAY 23
Rest Periods 22
Restriction of Employee Status 11
Retirement Scheme 44
Retroactive Pay and Benefits 42
Return To Employment 31
Returning to Formerly Held Position 17
Safe Workplace 25
Scheduling of Paid Holidays 32
Scheduling of Vacation 38
Scope of Agreement 2
Scope of the Committee 6
Security 2
SENIORITY 14
Seniority Lists 14
Shift Premium 23
SHIFT PREMIUM AND WEEKEND PREMIUM 23
Sick or Injured Prior to Vacation 35
SIGNATURES OF THE PARTIES 50
Special Clinical Preparation 41
Standard/Daylight Savings Time Change 22
Statement of Wages 42
Stewards 4, 6
STRIKES OR LOCK-OUTS 6
TECHNOLOGICAL CHANGE 19
Technological Policy 19
Temporary Appointments and Postings 16
Temporary Positions 16
TERMINATION OF EMPLOYMENT 14
Three Different Shifts Worked 21
Time Limits 9
Transfer of Function 26
Transfer of Pregnant Employees 25
Troubleshooter 8
Union Deductions 2
UNION RECOGNITION 2
Union Representative Visits 4
UNION RIGHTS AND ACTIVITIES 3

UNION SECURITY 2
UNION/MANAGEMENT COMMITTEE 6
Use of Personal Vehicle on Employer's Business 43
VACANCY POSTINGS 16
Vacation Entitlement 38
Vacation Entitlement Earned During Vacation 39
Voluntary Shift Exchange 21
Voluntary Treatment 35
WAGE PROGRESSION SCALE 45
Wages 41
Wages on Reassignment 20
Waiver of Notice 15
Weekend Premiums 23
Work On A Paid Holiday 32
WORK SCHEDULES 20
WORKERS' COMPENSATION 40
Workload 26